United States Court of Appeals for the Second Circuit

EXHIBITS

77-7037

PLEASE RETURN TO
RECORDS ROOM

B

In The

United States Court of Appeals

For The Second Circuit

NATIONAL AUTO BROKERS CORP., et al.,
Plaintiffs-Appellants,

-against-

GENERAL MOTORS CORPORATION, et al.,
Defendants-Appellees.

On Appeal from the United States District Court for the Southern District of New York.

JOINT APPENDIX - EXHIBIT VOLUME 4 of 4

UNITED STATES COURT OF APPEALS
FILED
AUG 8 1977
A. DANIEL FUSARO, CLERK
SECOND CIRCUIT

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THE NABCOR SYSTEM
AUTO-CONSUMER SERVICE

Ex. G-6 - In evidence at trial.

NABCOR, INC.
101 Benson Manor
Township Line & Old York Road
Jenkintown, Pa.

E-1299

G-6

NABCOR MASTER DISTRIBUTOR FRANCHISE AGREEMENT

THIS AGREEMENT entered into and executed at Philadelphia, Pennsylvania *this* 26th *day of* November *19* 68 *by and between NABCOR, INCORPORATED hereinafter called NABCOR, and* R. A. Mueller and Paul T. Bath *a MASTER DISTRIBUTOR/BROKER hereinafter referred to as the DISTRIBUTOR.*

WITNESSETH:

WHEREAS, NABCOR is in the business of supplying new and used automobiles, and

WHEREAS, DISTRIBUTOR desires to engage in the business of conducting an "Automobile Consumer Service" for the purchase of new and used automobiles of the retail consumer, supplied by NABCOR, and to establish a network of AREA DISTRIBUTORS and brokers for the purpose of conducting an "Automobile Consumer Service" for the purchase of new and used automobiles for the retail consumer within certain territorial limits and on a franchise basis.

NOW, THEREFORE, it is agreed as follows:

IN CONSIDERATION of the mutual promises and covenants contained in this agreement, and in the franchise application and qualification form, which by reference is hereby made a part of this agreement, NABCOR does hereby grant to DISTRIBUTOR the right to conduct an "Automobile Consumer Service" whereby DISTRIBUTOR will arrange purchase agreements for the retail consumer and for the AREA DISTRIBUTOR and brokers he will establish within the territory described below.

1. TERRITORY: NABCOR hereby grants the DISTRIBUTOR the exclusive rights for the following territory: Southern Ohio and 3 Counties in Ky. adjacent to Cincinnati Ohio (See Map attached hereto)) Southern Ohio shall consist of all the area in Ohio South of and including the following counties Darke, Miami, Champaign, Union, Delaware, Licking, Muskingum, Guernsey, Belmont, plus Campbell, Kenton and Boone Counties in Kentucky.

2. Said franchise shall exist for a term of one (1) year from the date hereof and thereafter may be renewed by DISTRIBUTOR on a year to year basis at his option, AT NO ADD'L FEE [illegible] provided however, the DISTRIBUTOR shall maintain at all times a facility satisfactory to NABCOR and that the DISTRIBUTOR shall conduct his business in accordance with good, sound and acceptable business standards.

3. NABCOR agrees to and will, during the term of this franchise, provide to the DISTRIBUTOR the following services and products.

   A. NABCOR will arrange for and provide new cars and used cars for DISTRIBUTOR.

   B. NABCOR will thoroughly train DISTRIBUTOR in management, administration, solicitation, financing, leasing, insurance, and etc.

   C. NABCOR will thoroughly train DISTRIBUTOR in used car wholesale.

   D. NABCOR will supply all forms necessary for DISTRIBUTOR'S AREA DISTRIBUTORS and brokers.

   E. NABCOR will assist in and supply basic bookkeeping procedures and forms.

   F. NABCOR will supply purchase agreement forms.

G. NABCOR will supply wholesale price lists on all domestic make new cars.

H. NABCOR will furnish lighted signs for DISTRIBUTOR'S AREA DISTRIBUTORS and brokers.

I. NABCOR will supply leasing information and assistance.

J. NABCOR will supply registration information and forms where applicable.

K. NABCOR will provide assistance in programming and advertising.

L. NABCOR will provide consultation for DISTRIBUTOR and give expert advice on matters pertaining to the business.

M. NABCOR will arrange for and provide new cars for DISTRIBUTOR at established fleet prices plus transportation.

N. NABCOR agrees to assist DISTRIBUTOR in establishing AREA DISTRIBUTORS and brokers within his territory and provide contracts necessary to do so.

4. NABCOR agrees to allow DISTRIBUTOR to establish, in its area AREA DISTRIBUTORS and brokers who will identify themselves as NABCOR brokers and DISTRIBUTOR will retain all deposits and fees except as outlined in paragraphs 16 and 17.

5. NABCOR agrees to provide at its expense a complete training program for the DISTRIBUTOR or for its designee. This program will include a general indoctrination of all phases of the NABCOR "Automobile Consumer Services". This training program will be either verbal or taped at NABCOR'S discretion and will take place at one of the NABCOR offices or in the DISTRIBUTOR'S territory at NABCOR'S discretion; thereafter, training seminars will be held at time and place to be determined by NABCOR and may be attended by the DISTRIBUTOR or by his designee, should he feel additional training is necessary.

6. The DISTRIBUTOR'S interest in this agreement is personal and may be sold, assigned, or transferred only upon the written permission of NABCOR. Such permission shall not be unreasonably withheld as long as the DISTRIBUTOR is fulfilling the terms and conditions of this agreement and the same is in full force and effect. This agreement shall innure to the benefit of the estate or heirs of the DISTRIBUTOR. This contract can be assigned to a corp. by R. A. Mueller and Nabcor so agrees and this agreement shall inure to the benefit of said corp. successors and assigns.

7. NABCOR agrees to allow DISTRIBUTOR to establish, in his assigned territory and in such open areas as may be allowed and approved by NABCOR, AREA DISTRIBUTORS and brokers who will identify themselves as NABCOR brokers. Such AREA DISTRIBUTORS and brokers to be established shall be written on NABCOR forms and subject to NABCOR'S approval, terms, and conditions. DISTRIBUTOR will retain all license fees except as outlined in paragraph 16 and 17.

8. NABCOR agrees to assign to DISTRIBUTOR all area distributors and brokers already established in DISTRIBUTOR'S territory upon execution of this agreement. NABCOR will retain all fees paid in exchange for this asset.

9. NABCOR agrees to handle purchase agreements for DISTRIBUTOR or his area distributors and brokers if necessary. All fees due DISTRIBUTOR will be paid to DISTRIBUTOR by NABCOR immediately upon completion of the purchase agreement.

10. NABCOR agrees to pay all freight or postage on regular shipments of signs and materials.

11. NABCOR reserves the right to change the terms and conditions of the purchase agreement and all other forms from time to time as deemed necessary.

12. FRANCHISE FEE: In consideration of the above benefits to the DISTRIBUTOR and the obligations to be performed by NABCOR, in order to help partially to defray the cost of establishing the franchise, which includes training expenses as well as signs, manuals, presentation kits, and all other material necessary to operate the franchise, and in consideration of NABCOR'S execution of this agreement, DISTRIBUTOR agrees to and does hereby pay to NABCOR, as the consideration, therefore, the sum of Twenty-Five-Thousand -and-Five-Hundred dollars ($25500.).

13. NABCOR reserves the right to assign its rights and interest under this agreement, and the DISTRIBUTOR and the heirs and assigns of the DISTRIBUTOR agree to be bound by the terms of this agreement if and when assigned.

E-1301

14. DISTRIBUTOR will conduct his business under his own name or a fictitious or corporate name chosen by him which shall not include the word NABCOR, INC., provided however, DISTRIBUTOR may submit for approval a fictitious or corporate name which includes the word NABCOR provided such fictitious name sufficiently identifies DISTRIBUTOR'S business as a separate and distinct entity from NABCOR, INC. DISTRIBUTOR shall set forth on all business stationery, cards, signs, and all other manner of public utterance that he is an authorized DISTRIBUTOR of NABCOR.

15. DISTRIBUTOR agrees and understands that any change of principals, officers, partners, or name of DISTRIBUTOR shall require written approval of NABCOR.

16. DISTRIBUTOR agrees he will pay fifty percent (50%) of first year license fee and yearly renewal fees to NABCOR, for use of its name and systems, on any area distributor it establishes in its area, plus $2250.00 for cost of initial promotional packages, signs and training materials, subject to cost increases at NABCOR'S option.

17. DISTRIBUTOR agrees to pay NABCOR a ten dollar ($10.00) per car override on each purchase by DISTRIBUTOR or his area distributors or brokers in his area.

18. DISTRIBUTOR agrees he will order new cars for all purchase agreements, used cars and any other materials from NABCOR.

19. Any new automobiles ordered by DISTRIBUTOR must be accompanied by part payment of not less than five percent (5%) and will be considered binding. Failure to complete said purchase in accordance with the terms of the purchase agreement will result in forfeiture of part payment as liquidated damages.

A. The DISTRIBUTOR agrees to mail, and to require that his sub-agents mail, to NABCOR, all completed purchase agreements listed on a duly executed Sales Report, along with the full remittance, within seventy-two (72) hours from the date of execution of said agreement.

20. DISTRIBUTOR agrees that his minimum quota will be 50 cars per ninety (90) day period.

A. DISTRIBUTOR agrees if he does not meet his minimum quota for any ninety (90) day period, he is subject to cancellation and all monies paid shall be retained by NABCOR as damages.

B. Said minimum quota shall not become effective until sixty (60) days after the execution of this agreement.

21. DISTRIBUTOR agrees that within a reasonable period of time, he will set up his operation and all other matters necessary to his business so that he may handle said purchase agreements himself.

22.- DISTRIBUTOR agrees to pay freight on shipments made at his request or on any supplies or materials returned as undeliverable.

23. DISTRIBUTOR agrees to supervise, train, and handle supply and delivery of all purchases of its AREA DISTRIBUTOR'S and brokers.

24. DISTRIBUTOR agrees to accept conditions on area distributor's contracts and brokers contracts and their terms.

25. DISTRIBUTOR agrees and understands that he will arrange for and provide new cars at established Fleet prices, plus Transportation, plus NABCOR distributor fee of fifty dollars ($50.00). This fee is subject to increase if justified by increased costs.

26. DISTRIBUTOR agrees he will engage in no other business of any kind without first obtaining the written authorization of NABCOR, except those presently engaged in.

27. DISTRIBUTOR agrees that he will make no warranties other than those on the purchase agreement or franchise agreement.

28. DISTRIBUTOR agrees he will not solicit in any territory other than that franchised to him by the terms of this agreement, and a repeated violation hereof, at NABCOR'S election, NABCOR may cancel and terminate this franchise.

29. DISTRIBUTOR agrees that he will submit, upon request, his complete records and financial statement pertaining to the business encompassed by this agreement.

30. DISTRIBUTOR agrees and understands that all area distributors and brokers already established in his territory, upon execution of this agreement, will be assigned to him by NABCOR, and he will accept same and honor all terms and conditions of those agreements.

31. DISTRIBUTOR agrees that he will not advertise the services of NABCOR, either directly or indirectly, through use of a fictitious trade style or otherwise and in any manner whatsoever unless such advertisement is approved in writing by NABCOR.

32. Upon termination of this agreement, DISTRIBUTOR agrees to remove and refrain from using thereafter, the words "NABCOR", or NABCOR, INCORPORATED or any name that has been used in connection with the sale of this service, including the use of any facsimile thereof, on cards , letterheads, advertisements, or in any other manner whatsoever.

33. DISTRIBUTOR understands and agrees that he is an independent contractor and that he is not an agent for nor acting on behalf of NABCOR for any purpose or in any manner whatsoever in the operation of his business during or after the expiration of this agreement. DISTRIBUTOR agrees to indemnify and save harmless NABCOR from and against all claims, demands, damages, actions and causes of actions, liability, expenses or costs, arising out of any transaction participated in or act committed or omission to act by DISTRIBUTOR. If suit is brought against DISTRIBUTOR and/or NABCOR on account of any such transaction or act of omission, DISTRIBUTOR shall, upon receipt of notice thereof, assume the defense and bear all expenses, cost, attorney's fees, and liability or damages which may be incurred. DISTRIBUTOR also agrees to promptly pay when due on demand all debts and obligations incurred by him in the course of his business during the term of this agreement. DISTRIBUTOR'S failure to perform any of the terms of this agreement shall constitute his breach of this agreement, which, at the sole option of NABCOR shall entitle NABCOR to cancel this Agreement and to retain all payments theretofore, made by DISTRIBUTOR to NABCOR under the terms of this Agreement.

34. In the event NABCOR is prevented from performing any of its obligations hereunder, by reason of Acts of God, strikes, labor difficulties, riot, insurrection, or the act of any government body or by any other reason beyond its control, the delay occasioned thereby in supplying new or used automobiles or the failure to supply new or used automobiles, shall not be considered a breachof this contract.

35. The paragraphs of this Agreement are severable, and in the event any paragraph, sentence or word, or portion of this Agreement is declared illegal or unenforceable, the remainder of this Agreement shall be effective and binding upon the parties. No waiver of any breach of any of the covenants, agreements, or provisions herein contained shall be construed as a waiver of any subsequent breach of the same or any other covenant or provision. This instrument constitutes the entire agreement between the parties and there are no other covenants, promises, or agreements, (written or oral) and no agent of either party has authority to make representations or other agreements (verbal or written) which modify or vary the terms or conditions of this Agreement.

36. BREACH OF CONTRACT: Breach of any of the terms and conditions of this agreement or any fraudulent acts of misconduct by the DISTRIBUTOR shall at the option of NABCOR be cause for termination of this agreement and all benefits hereof. However, both parties shall have thirty (30) days to rectify such breach. In the event such breach is not rectified any money owing NABCOR under this agreement shall immediately become due and payable.

37. VENUE: In the event that suit is brought by either party under the provisions of this or any other agreement, between the parties hereto, venue shall be in the State of Pennsylvania and in the county which is the current principal legal residence of NABCOR. It is further agreed that for the purpose of interpretation the laws of the State of Pennsylvania shall govern and the terms and conditions of this Agreement shall have precedence over any other conflicting terms and conditions. Failure to enforce any of the provisions of this Agreement shall not be considered a waiver of that provision.

38. Any purchase agreement presented to NABCOR and not acceptable to NABCOR may be returned by NABCOR to DISTRIBUTOR.

39. RESTRICTIVE COVENANT: The DISTRIBUTOR further agrees that while this agreement is in force or after termination of this agreement he will not divulge to any person or persons except in the normal course of carrying out the business of NABCOR, any of the latter's business or sales methods, forms, contracts, correspondence, letters, and all documents or copies thereof, pertaining to or relative to the business of NABCOR including lists of customers or former customers and will not solicit same nor use any of the above in any manner whatsoever, without the written permission of NABCOR. The DISTRIBUTOR agrees to deliver all such material prepaid to NABCOR at the termination of this agreement. The DISTRIBUTOR also agrees that he will not employ or seek to employ or hire in any capacity any person who at the same time is employed by or representing NABCOR in any capacity and will not directly or indirectly induce any such persons to leave their employment unless the DISTRIBUTOR has obtained the prior written approval of NABCOR.

40. The DISTRIBUTOR further agrees that while this agreement is in full force and for a period of one (1) year after termination of this agreement not to compete in any manner whatsoever with NABCOR in any similar business either as an individual, partner, (active, inactive or silent) corporation stockholder, or company, or in any city or county in which NABCOR is engaged in business or is transacting business.

41. INJUNCTIVE RELIEF: NABCOR shall be entitled to injunctive relief and damages should DISTRIBUTOR breach any of the terms and conditions of the restrictive covenants contained in this agreement and that any monies owing the DISTRIBUTOR by NABCOR under the terms of this or any subsequent agreement may be applied as liquidated damages. This provision or the restrictive covenants contained in this agreement may not be waived or modified by any subsequent agreements unless such waiver is specifically mentioned.

42. FILING OF CLAIMS: Any claim whatsoever against NABCOR or other representatives of NABCOR resulting from or arising out of this agreement or subsequent agreements that are not set forth in writing by registered mail within thirty (30) days after date of such claim, or within thirty (30) days after termination of this agreement, whichever applies, shall be considered waived. The restrictive covenants contained in paragraph 40 of this agreement shall be construed as independent of any other provisions hereof, and the existence of any claim in course of action of the DISTRIBUTOR against NABCOR whether predicated on this agreement or otherwise, shall not constitute a defense to the enforcement by NABCOR of said restrictive covenants. The prospective DISTRIBUTOR in consideration of the negotiation between himself and NABCOR that resulted in him signing this agreement agrees to bind himself to paragraph 40 of this agreement whether or not this agreement has been accepted, signed, countersigned, or rejected by NABCOR. Subject to R. A. Mueller or assigns not being restricted by the state law of Ohio or Kentucky from operating as an automobile broker.

The parties hereto certify that they have read all portions of this agreement. This agreement constitutes the final and complete understanding between the parties hereto and that no other representations or promises, verbal or otherwise, have been made, and that this agreement will not become effective until accepted and approved by the home office in Pennsylvania.

WITNESS:

DISTRIBUTOR:

(Name)

4950 Paddock Street
(Business Address)

Cincinnati, Ohio
(City and State)

Paul J Bath

4950 Paddock Street
(Home Address)
Rt. #1 Box 298 North Bend, Ohio

Cincinnati, Ohio
(City and State)

ACCEPTED:
NABCOR, INCORPORATED
BY: ______________________

A DEPOSIT MUST ACCOMPANY APPLICATIONS

CHECKS SHOULD BE CERTIFIED OR EXCHANGED FOR A DRAFT PAYABLE TO NABCOR, INC.

IF APPLICATION IS NOT ACCEPTED

Ex. H-6 - In evidence at trial.

[illegible]

Dx C-7

Dx H-6

NABCOR MASTER DISTRIBUTORS FRANCHISE AGREEMENT

FOR

AREA DISTRIBUTOR

THIS AGREEMENT entered into and executed at Jenkintown Pa *this* 19th *day of* Sept. 1969 *by and between* Nabcor of Southeastern Pennsylvania Inc. *a NABCOR MASTER DISTRIBUTOR/BROKER hereinafter called DISTRIBUTOR, and* Nicholas J. Sipa, sole proprietor, to be incorporated as soon as possible. *a DISTRIBUTOR/BROKER hereinafter referred to as AREA DISTRIBUTOR.*

WITNESSETH:

WHEREAS, DISTRIBUTOR is in the business of supplying new and used automobiles licensed by NABCOR, and

WHEREAS, AREA DISTRIBUTOR desires to engage in the business of conducting an "Automobile Consumer Service", for the purchase of new and used automobiles for the retail consumer, supplied by NABCOR, within certain territorial limits and on a franchise basis:

NOW, THEREFORE, it is agreed as follows:

IN CONSIDERATION of the mutual promises and covenants contained in this agreement and in the franchise application and qualification form, which by reference is hereby made a part of this agreement, DISTRIBUTOR does hereby grant to AREA DISTRIBUTOR the right to conduct an "Automobile Consumer Service", whereby AREA DISTRIBUTOR will arrange purchase agreements for the retail consumer within the area described below. DISTRIBUTOR agrees not to grant any other AREA DISTRIBUTOR FRANCHISE AGREEMENT for the same territory allotted herein providing the AREA DISTRIBUTOR is at the current time fulfilling the terms and conditions of this agreement and that same is in full force and effect.

TERRITORY: All of Chester Co. Pa. north of a division line which starts at the Eastern boundary of the county intersection with West Chester Pike (Rt. 3); thence westerly to Pottstown Pk (Rt. 100) thence north on Rt. 100 to Lincoln Hwy. (Route 30); thence West along Route 30 to the Western boundary of Chester Co., Pa.

2. Said franchise shall exist for a term of one (1) year from the date hereof and thereafter may be renewed by AREA DISTRIBUTOR on a year to year basis at his option provided however, the AREA DISTRIBUTOR shall maintain at all times an office satisfactory to DISTRIBUTOR and that the AREA DISTRIBUTOR shall conduct his business in accordance with good, sound, and acceptable business standards.

3. DISTRIBUTOR agrees to and will, during the term of this franchise, provide to the AREA DISTRIBUTOR the following services and products:

A. DISTRIBUTOR will arrange for and provide new and used cars for AREA DISTRIBUTOR and ten (10) brokers.

B. DISTRIBUTOR will thoroughly train AREA DISTRIBUTOR in management, administration, solicitation, financing, leasing, insurance and sales motivation.

C. DISTRIBUTOR will thoroughly train AREA DISTRIBUTOR in used car wholesale.

D. DISTRIBUTOR will assist and supply basic bookkeeping procedures and forms.

E. DISTRIBUTOR will supply purchase agreement forms.

F. DISTRIBUTOR will supply wholesale price lists on all domestic make new cars.

G. DISTRIBUTOR will furnish 18" x 38" NABCOR approved lighted signs for AREA DISTRIBUTOR and ten (10) brokers.

H. DISTRIBUTOR will supply leasing information and assistance.

I. DISTRIBUTOR will supply registration information and forms, where applicable.

J. DISTRIBUTOR will provide assistance in programming and advertising.

K. DISTRIBUTOR will provide consultation for AREA DISTRIBUTOR, and give expert advice on matters pertaining to the business.

L. DISTRIBUTOR will provide new cars at established fleet prices, plus transportation plus DISTRIBUTOR'S fee of fifty dollars ($50.00). This fee is subject to increase if justified by increased cost.

M. DISTRIBUTOR will provide materials, signs and training for DISTRIBUTOR'S brokers.

4. DISTRIBUTOR agrees to handle purchase agreements for AREA DISTRIBUTOR if necessary. All fees due AREA DISTRIBUTOR will be paid to AREA DISTRIBUTOR by DISTRIBUTOR immediately upon completion of Purchase Agreement.

5. DISTRIBUTOR agrees that the AREA DISTRIBUTOR'S interest in this Agreement is personal and may be sold, assigned, or transferred upon the written permission of DISTRIBUTOR and NABCOR. Such permission shall not be unreasonably withheld as long as the AREA DISTRIBUTOR is fulfilling the terms and conditions of this agreement and that same is in full force and effect. This Agreement shall inure to the benefit of the estate or heirs of the AREA DISTRIBUTOR.

6. DISTRIBUTOR agrees to provide at its expense a complete training program for the AREA DISTRIBUTOR or for its designee. This program will include a general indoctrination of all phases of the NABCOR "Automobile Consumer Services". This training program will be either verbal or taped at DISTRIBUTOR's discretion. Thereafter, training seminars will be held at a time and place to be determined by DISTRIBUTOR and may be attended by the AREA DISTRIBUTOR or by his designee, should the AREA DISTRIBUTOR feel additional training is necessary.

7. NABCOR reserves the right to change the terms and conditions of Purchase Agreements and forms from time to time as deemed necessary.

8. It is hereby agreed that AREA DISTRIBUTOR will maintain a minimum of ten (10) brokers at all times. Failure to do so for a period exceeding ninety (90) days will necessitate, upon mutual agreement, further assistance by NABCOR at the Area DISTRIBUTOR'S expense.

9. AREA DISTRIBUTOR, at the signing of this agreement, agrees to and does hereby order the following supplies:

1	ADMINISTRATIVE PACKAGE(S)	@	375.00 ~~$[illegible]~~	$
10	BROKER SALES PACKAGE(S)	@	$225.00	$
10	BROKER TRAINING COURSES	@	$175.00	$
11	LIGHTED ELECTRIC CLOCK SIGNS	@	$125.00	$
	TOTAL INITIAL ORDER			$5,750.00

10. In consideration of the above and all other benefits to the AREA DISTRIBUTOR encompassed by this agreement which include the above mentioned supplies ordered and the first year annual license fee of Five Hundred Dollars ($500.00) AREA DISTRIBUTOR does hereby pay to DISTRIBUTOR the sum of $[illegible]. Receipt of which is hereby acknowledged.

11. AREA DISTRIBUTOR will conduct his business under his own name or a fictitious or corporate name chosen by him which shall not include the words NABCOR, INC., or MASTER DISTRIBUTOR corporate name, provided however, AREA DISTRIBUTOR may submit for approval a fictitious or corporate name which includes the word NABCOR provided such fictitious name sufficiently identifies AREA DISTRIBUTOR'S business as a separate and distinct entity from NABCOR, Inc. The AREA DISTRIBUTOR shall set forth on all business stationery, cards, signs and all other manner of public utterance that he is an authorized NABCOR BROKER.

12. DISTRIBUTOR reserves the right to assign and transfer its rights and interests in and to this agreement and the AREA DISTRIBUTOR and the heirs and assigns of the AREA DISTRIBUTOR agree to be bound by the terms of this if and when assigned.

13. AREA DISTRIBUTOR understands and agrees that any change of principals, officers, partners, or name of the AREA DISTRIBUTOR shall require written approval of DISTRIBUTOR and NABCOR.

14. AREA DISTRIBUTOR agrees that his minimum quota will be fifty (50) cars per ninety (90) day period.

A. AREA DISTRIBUTOR agrees if he does not meet his minimum quota for any ninety (90) day period, he is subject to cancellation and all monies paid shall be retained by NABCOR as damages.

B. Said minimum quota shall not become effective until sixty (60) days after the execution of this Agreement.

15. AREA DISTRIBUTOR agrees to pay an annual licensing fee of Five Hundred Dollars ($500.00) for as long as he renews this agreement.

16. AREA DISTRIBUTORagrees he will order new cars and used cars for all purchase agreements and any other materials for himself and his brokers through DISTRIBUTOR.

17. Any new automobiles ordered by AREA DISTRIBUTOR must be accompanied by part payment of not less than One Hundred Dollars ($100.00) and will be considered binding. Failure to complete said purchase in accordance with the terms of the Purchase Agreement will result in forfeiture of part payment as liquidated damages.

18. AREA DISTRIBUTOR agrees to mail to DISTRIBUTOR all completed Purchase Agreements listed on a duly executed Sales Report along with the full remittance within seventy-two (72) hours from the date of execution of said agreements.

19. AREA DISTRIBUTOR agrees he will engage in no other business of any kind without first obtaining the written authorization of DISTRIBUTOR and NABCOR, except those presently engaged in.

20. AREA DISTRIBUTOR agrees that he will make no warranties other than those on the Purchase Agreement.

21. AREA DISTRIBUTOR agrees he will not solicit or place brokers in any territory other than that franchised to him by the terms of this Agreement, and a repeated violation hereof, at DISTRIBUTOR'S or NABCOR'S election, NABCOR or DISTRIBUTOR may cancel and terminate this franchise.

22. AREA DISTRIBUTOR agrees that he will submit upon request his complete records and financial statement pertaining to the business encompassed by this agreement.

23. AREA DISTRIBUTOR agrees to pay the freight on shipments made at his request or on any supplies or materials returned as undeliverable.

24. AREA DISTRIBUTOR agrees to allow DISTRIBUTOR to establish Brokers for him in his assigned territory or he may establish Brokers himself based on NABCOR approval, terms and conditions.

25. AREA DISTRIBUTOR agrees that he will not advertise either directly or indirectly through use of a fictitious trade style or otherwise in any manner whatsoever unless such advertisement is authorized in writing by DISTRIBUTOR and approved by NABCOR.

26. AREA DISTRIBUTOR agrees that he will set up his operation and all other matters necessary to his business as soon as possible so that he may handle purchase agreements himself.

27. Upon termination of this Agreement, AREA DISTRIBUTOR agrees to remove and refrain from using thereafter the word "NABCOR" or any name that has been used in connection with the sale of this service including the use of any facsimile thereof on cards, letterheads, advertisements, or in any other manner whatsoever.

28. AREA DISTRIBUTOR understands and agrees that he is an independent contractor and that he is not an agent for nor acting on behalf of DISTRIBUTOR or NABCOR for any purpose or in any manner whatsoever in the operation of his business during or after the expiration of this Agreement. AREA DI[illegible] to [illegible] DISTRIBUTOR and NABCOR harmless from and against all claims, demands, damages, actions, and causes of action, liability, judgment or costs arising out of any transaction participated in or act committed or omitted to act by AREA DISTRIBUTOR. If suit is brought against AREA DISTRIBUTOR and/or DISTRIBUTOR and/or NABCOR on account of any such transaction or act of omission, AREA DISTRIBUTOR shall, upon receipt of notice thereof, assume the defense and bear all expenses, cost, attorney's fees and liability or damages which may be incurred. AREA DISTRIBUTOR also agrees to promptly pay when due or [illegible] all debts and obligations incurred by him in the course of his business during the term of this Agreement. AREA DISTRIBUTOR'S failure to perform any of the terms of this agreement shall constitute his breach of this Agreement, which at the sole option of DISTRIBUTOR or NABCOR shall entitle DISTRIBUTOR or NABCOR to cancel this agreement and to retain all payments theretofore made by AREA DISTRIBUTOR to DISTRIBUTOR or NABCOR under the terms of this Agreement.

29. In the event DISTRIBUTOR is prevented from performing any of its obligations hereunder by reason of Acts of God, strikes, labor difficulties, riot, insurrection or the act of any government body or by any other reason beyond its control, the delay occasioned thereby or the failure to supply new or used automobiles shall not be considered a breach of this contract.

30. The paragraphs of this Agreement are severable and in the event any paragraph, sentence, word, or portion of this Agreement is declared illegal or unenforceable, the remainder of this Agreement shall be effective and binding under the parties. No waiver of any breach of any of the covenants, agreements, or provisions herein contained shall be construed as a waiver of any subsequent breach of the same or any other covenant or provisions. This instrument constitutes the entire agreement between the parties and there are no other covenants, promises, or agreements (written or oral) and no agent of either party has authority to make representations or other agreements (verbal or written) which modify or vary the terms or conditions of this Agreement.

31. BREACH OF CONTRACT: Breach of any of the terms and conditions of this agreement or any fraudulent acts or misconduct by the AREA DISTRIBUTOR shall, at the option of DISTRIBUTOR and/or NABCOR be cause for termination of this agreement and all benefits hereof. However, both parties shall have thirty (30) days to rectify such breach. In the event such breach is not rectified any money owing DISTRIBUTOR under this agreement shall immediately become due and payable.

32. VENUE: In the event that suit is brought by either party under the provisions of this Agreement or any other agreement between the parties hereto, venue shall be in the State and in the county which is the current principal legal residence of DISTRIBUTOR. It is further agreed that for the purpose of interpretation the laws of the State of Pennsylvania, home office of NABCOR, shall govern the terms and conditions of this Agreement. Failure to enforce any of the provisions of this agreement shall not be considered a waiver of that provision.

33. Any purchase agreement presented to DISTRIBUTOR and not acceptable to DISTRIBUTOR may be returned by DISTRIBUTOR to AREA DISTRIBUTOR.

34. RESTRICTIVE COVENANT: The AREA DISTRIBUTOR further agrees that while this agreement is in force or after termination of this agreement he will not divulge to any person or persons, except in the normal course of carrying out the business of DISTRIBUTOR and/or NABCOR, any of the latter's business or sales methods, forms, collection methods, contracts, correspondence, letters and all documents or copies thereof, pertaining to or relative to the business of DISTRIBUTOR and/or NABCOR including lists of customers or former customers and will not solicit same nor use any of the above in any manner whatsoever without the written permission of DISTRIBUTOR and NABCOR. The AREA DISTRIBUTOR agrees to deliver all such material prepaid to DISTRIBUTOR at the termination of this agreement. The AREA DISTRIBUTOR also agrees that he will not employ or seek to employ or hire in any capacity any person who is at the same time employed by or representing DISTRIBUTOR or NABCOR in any capacity and will not directly or indirectly induce any such persons to leave their employment unless the AREA DISTRIBUTOR has obtained the prior written approval of DISTRIBUTOR and NABCOR.

BEST COPY AVAILABLE

E-1308

35. [illegible] AREA DISTRIBUTOR further agrees that while this agreement is in full force and [illegible] in any [illegible] in the [illegible] as [illegible] (directly [illegible]) [illegible] of company, in any city or county in which DISTRIBUTOR or NASCOR is engaged in business or is conducting business.

36. INJUNCTIVE RELIEF: DISTRIBUTOR and/or NASCOR shall be entitled to injunctive relief and damages should AREA DISTRIBUTOR breach any of the terms and conditions of the restrictive covenants contained in this agreement and that any monies paid the AREA DISTRIBUTOR by DISTRIBUTOR under the terms of this or any subsequent agreement may be applied as liquidated damages. This provision or the restrictive covenants contained in this agreement may not be waived or modified by any subsequent agreements unless such waiver is specifically mentioned.

37. FILING OF CLAIMS: Any claim whatsoever against DISTRIBUTOR and/or NASCOR or other representatives of DISTRIBUTOR and/or NASCOR resulting from or arising out of this agreement or subsequent agreements that are not set forth in writing by registered mail within thirty (30) days after date of such claim or within thirty (30) days after termination of this agreement, whichever applies, shall be considered waived. The restrictive covenants contained in paragraph 35 of this agreement shall be construed as independent of any other provision hereof and the existence of any claim or cause of action of the AREA DISTRIBUTOR against DISTRIBUTOR and/or NASCOR whether predicated on this agreement or otherwise, shall not constitute a defense to the enforcement by DISTRIBUTOR and/or NASCOR of said restrictive covenants. The prospective AREA DISTRIBUTOR in consideration of the negotiation between himself and DISTRIBUTOR that resulted in his signing this agreement agrees to bind himself to paragraph 35 of this sales agreement whether or not this agreement has been accepted, signed, countersigned, or rejected by DISTRIBUTOR and/or NASCOR.

The parties hereto certify that they have read all portions of this agreement, this agreement constitutes the final and complete understanding between the parties hereto and that no other representations or promises, verbal or otherwise, have been made, and that this agreement will not become effective until accepted by DISTRIBUTOR and approved by the NASCOR home office in Pennsylvania

WITNESS:

AREA DISTRIBUTOR:

(Signed) *(Title)*

(Business Address)

(City and State)

41 Oakland Drive
(Home Address)

Downingtown Pa. 19335
(City and State)

ACCEPTED:
NASCOR of Southeastern Pennsylvania, Inc.
(Distributor)

BY: Pres.

APPROVED:

NASCOR INCORPORATED

BY:

A DEPOSIT MUST ACCOMPANY APPLICATIONS.

CHECKS SHOULD BE CERTIFIED OR EXCHANGED FOR A BANK DRAFT PAYABLE TO: ____________

ALL MONEY WILL BE RETURNED IMMEDIATELY IF APPLICATION IS NOT ACCEPTED.

Schedule A

[illegible]

[illegible]	[illegible]	[illegible]
[illegible]	Purchase Agreement Form	[illegible]
[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]
[illegible]	Sales [illegible] Record	[illegible]
[illegible]	[illegible] Record	[illegible]
[illegible]	[illegible]	[illegible]
[illegible]	Power of Attorney	[illegible]
[illegible]	[illegible] Letters	[illegible]
[illegible]	Time [illegible] Schedule	[illegible]
[illegible]	[illegible]	25
A-135	Used Car Agreement Form (Bi-Weekly)	25
	Complete Auto Price Index	1
	[illegible]	1
	Training Course as per Schedule B, 1A to F ..	1

Schedule B
Complete Training Course for [illegible]

1. (A). Introduction and Motivation
   (B). Lesson 1
   (C). Lessons 2 thru 6
   (D). Lessons 7 thru 11
   (E). Lessons 12 thru 14
   (F). Lesson 15 and Summarization
2. All Necessary Sample Forms
3. Sample Daily Operating Control Schedule
4. Sales Assistance Manual for A.D.

Schedules to-
[illegible]-7-686
[illegible]-7-687

E-1310

Schedule C

[illegible]

[illegible]	[illegible]	[illegible]
[illegible]	[illegible] Forms	[illegible]
[illegible]	[illegible]	[illegible]
[illegible]	Credit [illegible]	[illegible]
[illegible]	[illegible] Record	[illegible]
[illegible]	[illegible] Record	[illegible]
[illegible]	[illegible] Record	[illegible]
[illegible]	[illegible]	[illegible]
[illegible]	Power of Attorney Forms	100
[illegible]	Letterheads	1000
[illegible]	Contact Report	[illegible]
[illegible]	[illegible] Letters	1000
[illegible]	Time Payment Schedule	50
[illegible]	Credit Life Schedule	50
A-125	Used Car Appraisal Form (Bi-Weekly)	25
[illegible]	Car Order Control Forms	50
[illegible]	Daily [illegible] Record	50
[illegible]	[illegible] Agreement	25
	Imprinted Envelopes	1000
	Business Cards	1000
	Complete Auto Price Index	1
	Lighted Labor Clock Sign	1
	Name Stamp	1
[illegible]	Training Course Includes Sales Assistance Manual	1

Schedules to-
[illegible]
[illegible]

N THE NABCOR S[illegible]
AUTO-CONSUMER SERVICE

Ex. I-6 - In evidence at trial.

NABCOR, INC.
101 Benson Manor
Township Line & Old York Road
Jenkintown, Pa.

I-6

NABCOR AREA DISTRIBUTOR FRANCHISE AGREEMENT

THIS AGREEMENT entered into and executed at Miami, Florida

this 21st. *day of* January *19*69 *by and between*

NABCOR, INCORPORATED, hereinafter called NABCOR, and Robert F. Wuest

a DISTRIBUTOR/BROKER hereinafter referred to as AREA DISTRIBUTOR.

WITNESSETH:

WHEREAS, NABCOR is in the business of supplying new and used automobiles and

WHEREAS, AREA DISTRIBUTOR desires to engage in the business of conducting an "Automobile Consumer Service" for the purchase of new and used automobiles for the retail consumer, supplied by NABCOR, within certain territorial limits and on a franchise basis:

NOW, THEREFORE, it is agreed as follows:

IN CONSIDERATION of the mutual promises and covenants contained in this agreement and in the franchise application and qualification form, which by reference is hereby made a part of this agreement, NABCOR does hereby grant to AREA DISTRIBUTOR the right to conduct an "Automobile Consumer Service", whereby, AREA DISTRIBUTOR will arrange purchase agreements for the retail consumer within the area described below:

1. TERRITORY: Broward County, Florida

2. Said franchise shall exist for a term of one (1) year from the date hereof and thereafter may be renewed by AREA DISTRIBUTOR on a year to year basis at his option, provided however, the AREA DISTRIBUTOR shall maintain at all times an office satisfactory to NABCOR and that the AREA DISTRIBUTOR shall conduct his business in accordance with good, sound and acceptable business standards.

3. NABCOR agrees to and will, during the term of this franchise, provide to the AREA DISTRIBUTOR the following services and products:

A. NABCOR will arrange for and provide new and used cars for AREA DISTRIBUTOR'S customers.

B. NABCOR will thoroughly train AREA DISTRIBUTOR in management, administration, solicitation, financing, leasing, insurance and sales motivation.

C. NABCOR will thoroughly train AREA DISTRIBUTOR in used car wholesale.

D. NABCOR will assist and supply basic bookkeeping procedures and forms.

E. NABCOR will supply purchase agreement forms.

F. NABCOR will supply wholesale price lists on all domestic make new cars.

G. NABCOR will furnish an 18" x 36" lighted signs for AREA DISTRIBUTOR and ten (10) brokers.

H. NABCOR will supply leasing information and assistance.

I. NABCOR will supply registration information and forms, where applicable.

J. NABCOR will provide assistance in programming and advertising.

K. NABCOR will provide consultation for AREA DISTRIBUTOR and give expert advice on matters pertaining to the business.

L. NABCOR will provide new cars at established Fleet prices, plus transportation, plus NABCOR fee of fifty dollars ($50.00). This fee is subject to increase if justified by increased cost.

M. NABCOR will provide materials, signs and training for area distributor's brokers.

4. NABCOR agrees to handle purchase agreements for AREA DISTRIBUTOR if necessary. All fees due AREA DISTRIBUTOR will be paid to AREA DISTRIBUTOR by NABCOR immediately upon completion of Purchase Agreement.

5. NABCOR agrees that the AREA DISTRIBUTOR interest in this agreement is personal and may be sold, assigned, or transferred upon the written permission of NABCOR. Such permission shall not be unreasonably withheld as long as the AREA DISTRIBUTOR is fulfilling the terms and conditions of this Agreement and that same is in full force and effect. This Agreement shall innure to the benefit of the estate of heirs of the AREA DISTRIBUTOR.

6. NABCOR agrees to provide at its expense a complete training program for the AREA DISTRIBUTOR or for its designee. This program will include a general indoctrination of all phases of the NABCOR "Automobile Consumer Service". This training program will be either verbal or taped at NABCOR'S discretion. Thereafter, training seminars will be held at a time and place to be determined by NABCOR and may be attended by the AREA DISTRIBUTOR or by his designee, should the AREA DISTRIBUTOR feel additional training is necessary.

7. NABCOR reserves the right to change the terms and conditions of Purchase Agreements and forms from time to time as deemed necessary.

8. It is hereby agreed that AREA DISTRIBUTOR will maintain a minimum of ten (10) brokers at all times. Failure to do so for a period exceeding ninety (90) days will necessitate, upon mutual agreement, further assistance b, NABCOR at the AREA DISTRIBUTOR'S expense.

9. AREA DISTRIBUTOR, at the signing of this agreement, agrees to and does hereby order the following supplies:

1	ADMINISTRATIVE PACKAGE(S)	@	$425.00	$ 425.00
10	BROKER SALES PACKAGE(S)	@	$225.00	$2250.00
10	BROKER TRAINING COURSES	@	$175.00	$1750.00
11	LIGHTED ELECTRIC CLOCK SIGNS	@	$125.00	$1375.00
	TOTAL INITIAL ORDER			$ 5800.00

10. In consideration of the above and all other benefits to the AREA DISTRIBUTOR encompassed by this agreement which include the above mentioned supplies ordered, and the first year annual license fee of Five Hundred Dollars ($500.00), AREA DISTRIBUTOR does hereby pay to NABCOR the sum of $6300.00. Receipt of which is hereby acknowledged.

11. AREA DISTRIBUTOR will conduct his business under his own name or a fictitious or corporate name chosen by him which shall not include the words NABCOR, INC., provided however, AREA DISTRIBUTOR may submit for apporval a fictitious or corporate name which includes the word NABCOR provided such fictitious name sufficiently identifies AREA DISTRIBUTOR'S business as a separate and distinct entity from NABCOR, INC. The AREA DISTRIBUTOR shall set forth on all business stationery, cards, signs and all other manner of public utterance that he is an authorized NABCOR AREA DISTRIBUTOR.

12. NABCOR reserves the right to assign and transfer its rights and interests in and to this agreement and the AREA DISTRIBUTOR and the heirs and assigns of the AREA DISTRIBUTOR agree to be bound by the terms of this if and when assigned.

13. AREA DISTRIBUTOR understands and agrees that any change of principals, officers, partners, or name of the AREA DISTRIBUTOR shall require written approval of NABCOR.

14. AREA DISTRIBUTOR agrees that his minimum quota will be fifty (50) cars per ninety (90) day period.

A. AREA DISTRIBUTOR agrees if he does not meet his minimum quota for any ninety (90) day period, he is subject to cancellation and all monies paid shall be retained by NADCOR as damages.

B. Said minimum quota shall not become effective until sixty (60) days after the execution of this Agreement.

15. AREA DISTRIBUTOR agrees to pay an annual licensing fee of Five Hundred Dollars ($500.00) for as long as he renews this Agreement.

16. AREA DISTRIBUTOR agrees he will order new cars and used cars for all purchase agreements and any other materials for himself and his brokers through NADCOR.

17. Any new automobiles ordered by AREA DISTRIBUTOR must be accompanied by part payment of not less than One Hundred Dollars ($100.00) and will be considered binding. Failure to complete said purchase in accordance with the terms of the purchase agreement will result in forfeiture of part payment as liquidated damages.

18. AREA DISTRIBUTOR agrees to mail to NADCOR all completed Purchase Agreements listed on a duly executed Sales Report along with the full remittance within seventy-two (72) hours from the date of execution of said agreements.

19. AREA DISTRIBUTOR agrees he will engage in no other business of any kind without first obtaining the written authorization of NADCOR, except those presently engaged in.

20. AREA DISTRIBUTOR agrees that he will make no warranties other than those on the Purchase Agreement.

21. AREA DISTRIBUTOR agrees he will not solicit or place brokers in any territory other than that franchised to him by the terms of this Agreement, and a repeated violation hereof, at NADCOR'S election, NADCOR may cancel and terminate this franchise.

22. AREA DISTRIBUTOR agrees that he will submit upon request his complete records and financial statement pertaining to the business encompassed by this agreement.

23. AREA DISTRIBUTOR agrees to pay the freight on shipments made at his request or on any supplies or materials returned as undeliverable.

24. AREA DISTRIBUTOR agrees to allow NADCOR to establish brokers for him in assigned territory or he may establish brokers himself based on NADCOR'S approval, terms, and conditions.

25. AREA DISTRIBUTOR agrees that he will not advertise either directly or indirectly through use of a fictitious trade style or otherwise in any manner whatsoever unless such advertisement is approved in writing by NADCOR.

26. AREA DISTRIBUTOR agrees that he will set up his operation and all other matters necessary to his business as soon as possible so that he may handle purchase agreements himself.

27. Upon termination of this Agreement, AREA DISTRIBUTOR agrees to remove and refrain from using thereafter the word "NADCOR" or any name that has been used in connection with the sale of this service including the use of any facsimile thereof on cards, letterheads, advertisements, or in any other manner whatsoever.

28. AREA DISTRIBUTOR understands and agrees that he is an independent contractor and that he is not an agent for nor acting on behalf of NADCOR for any purpose or in any manner whatsoever in the operation of his business during or after the expiration of this Agreement. AREA DISTRIBUTOR agrees to indemnify and save NADCOR harmless from and against all claims, demands, damages, actions, and causes of action, liability, expenses or costs arising out of any transaction participated in or act committed or omission to act by AREA DISTRIBUTOR. If suit is brought against AREA DISTRIBUTOR and/or NADCOR on account of any such transaction or act of omission, AREA DISTRIBUTOR shall, upon receipt of notice thereof, assume the defense and bear all expenses, cost, attorney's fees and liability or damages which may be incurred. AREA DISTRIBUTOR also agrees to promptly pay when due on demand all debts and obligations incurred by him in the course of his business during the term of this Agreement. AREA DISTRIBUTOR'S failure to perform any of the terms of this Agreement shall constitute his breach of this

Agreement, which at the sole option of NABCOR shall entitle NABCOR to cancel this Agreement and to retain all payments theretofore made by AREA DISTRIBUTOR to NABCOR under the terms of this agreement.

29. In the event NABCOR is prevented from performing any of its obligations hereunder by reason of Acts of God, strikes, labor difficulties, riot, insurrection or the act of any government body or by any other reason beyond its control, the delay occasioned thereby or the failure to supply new or used automobiles shall not be considered a breach of this contract.

30. The paragraphs of this Agreement are severable and in the event any paragraph, sentence, word, or portion of this Agreement is declared illegal or unenforceable, the remainder of this Agreement shall be effective and binding upon the parties. No waiver of any breach of any of the covenants, agreements, or provisions herein contained shall be construed as a waiver of any subsequent breach of the same or any other covenants or provision. This instrument constitutes the entire agreement between the parties and there are no other covenants, promises, or agreements (written or oral) and no agent of either party has authority to make representations or other agreements (verbal or written) which modify or vary the terms or conditions of this Agreement.

31. BREACH OF CONTRACT: Breach of any of the terms and conditions of this agreement or any fraudulent acts or misconduct by the AREA DISTRIBUTOR shall, at the option of NABCOR, be cause for termination of this agreement and all benefits hereof. However, both parties shall have thirty (30) days to rectify such breach. In the event such breach is not rectified any money owing NABCOR under this agreement shall immediately become due and payable.

32. VENUE: In the event that suit is brought by either party under the provisions of this agreement or any other agreement between the parties hereto, venue shall be in the State and in the county which is the current principal legal residence of NABCOR. It is further agreed that for the purpose of interpretation the laws of the State of Pennsylvania, home office of NABCOR, shall govern the terms and conditions of this Agreement. Failure to enforce any of the provisions of this Agreement shall not be considered a waiver of that provision.

33. Any purchase agreement presented to NABCOR and not acceptable to NABCOR may be returned by NABCOR to AREA DISTRIBUTOR.

34. RESTRICTIVE COVENANT: The AREA DISTRIBUTOR further agrees that while this agreement is in force or after termination of this agreement he will not divulge to any person or persons, except in the normal course of carrying out the business of NABCOR, any of the latter's business or sales methods, forms, collection methods, or contracts, correspondence, letters and all documents or copies thereof, pertaining to or relative to the business of NABCOR including lists of customers or former customers and will not solicit same nor use any of the above in any manner whatsoever without the written permission of NABCOR. The AREA DISTRIBUTOR agrees to deliver all such material prepaid to NABCOR at the termination of this agreement. The AREA DISTRIBUTOR also agrees that he will not employ or seek to employ or hire in any capacity any person who is at the same time employed by or representing NABCOR in any capacity and will not directly or indirectly induce any such persons to leave their employment unless the AREA DISTRIBUTOR has obtained the prior written approval of NABCOR.

35. The AREA DISTRIBUTOR further agrees that while this agreement is in full force and for a period of one year after termination of this agreement not to compete in any manner whatsoever with NABCOR in any similar business either as an individual or partner, (active, inactive or silent) corporation stockholder, or company, in any city or county in which NABCOR is engaged in business or is transacting business.

36. INJUNCTIVE RELIEF: NABCOR shall be entitled to injunctive relief and damages should AREA DISTRIBUTOR breach any of the terms and conditions of the restrictive covenants contained in this agreement and that any monies owing the AREA DISTRIBUTOR by NABCOR under the terms of this or any subsequent agreement may be applied as liquidated damages. This provision or the restrictive covenants contained in this agreement may not be waived or modified by any subsequent agreements unless such waiver is specifically mentioned.

37. FILING OF CLAIMS: Any claim whatsoever against NABCOR or other representatives of NABCOR resulting from or arising out of this agreement or subsequent agreements that are not set forth in writing by registered mail within thirty days (30) after date of such claim or within thirty days (30) after termination of this agreement,

E-1315

whichever applies, shall be considered waived. The restrictive covenants contained in paragraph 35 of this agreement shall be construed as independent of any other provision hereof and the existence of any claim in course of action of the AREA DISTRIBUTOR against NABCOR whether predicated on this agreement or otherwise, shall not constitute a defense to the enforcement by NABCOR of said restrictive covenants. The prospective AREA DISTRIBUTOR in consideration of the negotiation between himself and NABCOR that resulted in him signing this agreement agrees to bind himself to paragraph 35 of this sales agreement whether or not this agreement has been accepted, signed, countersigned, or rejected by NABCOR.

The parties hereto certify that they have read all portions of this agreement. This agreement constitutes the final and complete understanding between the parties hereto and that no other representations or promises, verbal or otherwise, have been made, and that this agreement will not become effective until accepted and approved by the home office in Pennsylvania.

WITNESS:
A. Bly

AREA DISTRIBUTOR:
(Signed) Robert F. Wuest *(Title)*
c/o Auto Warehouse
(Business Address)
6756 N. E. 4th. Avenue
Miami, Florida 33138
(City and State)

(Home Address)

(City and State)

ACCEPTED:
NABCOR, INCORPORATED:
*BY:*______________________________

A DEPOSIT MUST ACCOMPANY APPLICATIONS.

CHECKS SHOULD BE CERTIFIED OR EXCHANGED FOR A DRAFT PAYABLE TO NABCOR, INC.

ALL MONEY WILL BE RETURNED IMMEDIATELY IF APPLICATION IS NOT ACCEPTED.

E-1316

Schedule A

Sales Materials for Ten Brokers

FORM NUMBER	NAME	QUANTITY
BAPA-1001	Purchase Agreement Forms	200
BAPO-2002	Purchase Order Forms	50
NCSF-7007	Credit Applications	50
NCVF-9009	Sales Commission Record	50
NSRF-1010	Monthly Sales Record	25
NMF-1212	Nabcor Mailers	500
POA-1313	Power of Attorney	50
BLH-1616	Documentary Letters	500
NRC-3131	Time Payment Schedule	25
NRC-3333	Credit Life Schedule	25
A-125	Used Car Appraisal Form (Bi-Weekly)	26
	Complete Auto Price Index	1
	Lighted Nabcor Clock Sign	1
	Training Course as per Schedule B, 1A to F	1

Schedule B

Complete Training Courses for Ten Brokers

1. (A). Introduction and Motivation
   (B). Lesson 1
   (C). Lessons 2 thru 6
   (D). Lessons 7 thru 11
   (E). Lessons 12 thru 14
   (F). Lesson 15 and Summarization

2. All Necessary Sample Forms

3. Sample Daily Operating Control Schedule

4. Sales Assistance Manual for A.D.

Schedules to-
NADFA-7-688
M-NADFA-7-687

E-1317

Schedule C

Administrative Materials For Area Distributor

FORM NUMBER	NAME	QUANTITY
BAPA-1001	Purchase Agreement Forms	300
BAPO-2002	Purchase Order Forms	100
NCSF-7007	Credit Applications	100
NCRF-8003	Daily Operating Record	100
NCVF-9009	Sales Commission Record	100
NSRF-1010	Monthly Sales Record	100
NMF-1212	Nabcor Mailers	500
POA-1313	Power of Attorney Forms	100
BLH-1515	Letterheads	1000
NDCR-1414	Contact Report	100
BLH-1616	Documentary Letters	1000
NRC-3131	Time Payment Schedule	30
NRC-3333	Credit Life Schedule	30
A-125	Used Car Appraisal Form (Bi-Weekly)	26
COC-2121	Car Order Control Forms	30
DEAPR-2222	Daily Expense Record	30
NADICA-3535	Independent Contractors Agreement	25
	Imprinted Envelopes	1000
	Business Cards	1000
	Complete Auto Price Index	1
	Lighted Nabcor Clock Sign	1
	Name Stamp	1
SCH-B	Training Course Includes Sales Assistance Manual	1

Schedules to-
NADFA-7-688
M-NADFA-7-687

Ex. K-6 - In evidence at trial.

E-1318

~~PLAINTIFF'S~~ EXH. No. K-6
Marked for ID ______
Rec'd in Evidence ______
Page ______

NOTE: These are 197
Corvette prices. The
are subject to 197
Corvette price chan

THE-NABCOR-SYSTEM
AUTO-CONSUMER SERVICE

Authorized Broker

Purchase Agreement

Date 7/15/1969

I, MARK A. STOLARSKI

Address 19326 ROGGE DETROIT MICH 48234

hereby agree to purchase the following described vehicle and request the equipment and services set out below.

Year 1970 Make CORVETTE Cylinder 8 Model Sport Coupe Type 2 dr Color BLACK INT. RIVERSIDE GOL.

Stock No. 6 Serial No. 194370 S411863 Basic Price $ 4288.00

TITLE and REGISTRATION

You are hereby authorized and directed to title and register this car in the name of ______ for whom I am buying it.

Signed ______

Equipment 350 CID 350 HP	131	65
4 Speed Manual Trans	184	80
Air Condition	428	70
Tinted Glass	16	90
Axle Positraction	46	35
Power Steering	105	35
AM-FM Radio	172	75
WSW Tires	31	30
Total (1) $	6005	80
Deduct: Allowance Subject to Approval (2) $	546	90
Difference (1 minus 2) Subject to Approval (3) $	5458	90
Add: State & Local Tax (4) $	218	36
Title, License Fee (5) $	25	00
______ (6) $		
Payoff (7) $		
Balance Due Dealer (Total of lines 3 through 7) $	5702	26

As part of the purchase price I hereby sell and assign all of my Right, Title, and Interest to the following described automobile which is free of any lien or encumbrance whatsoever except as stated below:

Year ______ Make ______ Cylinder ______
Model ______ Body Type ______ Color ______
Equipment ______
Serial No. ______
License No. & State ______
Title No. ______
Stock No. ______

Allowance $	546	90
Deduct: Payoff $	—	—
Net Allowance $	546	90

Payoff Payable to ______

BALANCE EACH DEAL

Work Space Only
Total of A & B must equal C
A $ 5702.26
B $ 546.90
$ 6249.16

Total of lines 1, 4, 5 and 6 must equal C
1 $ 6005.80
4 $ 218.36
5 $ 25.00
6 $
$ 6249.16

←B

A→

#

#

By BG

←C

I request a settlement as follows:

Net Allowance $	546	90
Cash on Delivery $		
Deposit Non-Refundable $	600	00
Receivable $		
Total Down Payment $	600	00
Unpaid Balance Financed $	5107	26
Total $	5702	26

(Financed Balance, to be paid to the holder in due course, in a lump sum on ______, 19____, or in ______ successive weekly Installments of $______ each, or in ______ successive monthly Installments of $______ each and a final Installment of $______ The first Installment being payable on ______, 19____, and later Installments on the same day of each (week or month) thereafter.)

I am of legal age and legally competent to enter into this agreement. I understand the foregoing terms and conditions of this agreement are subject to and final only when approved and countersigned by both the General Sales Manager and/or dealer and Credit Manager and/or dealer mentioned above. If for any reason, the terms and conditions are not approved and/or fully countersigned or the pay-off on encumbrance exceeds the amount stated above, I will return the vehicle or pay any additional sum required to obtain credit or pay-off the encumbrance. It is expressly understood by the undersigned that mileage is not guaranteed by the seller. I further understand that this agreement does not include Bodily Injury or Property Damage Insurance. It only includes insurance as stipulated below. This writing contains the full, final and exclusive statement of the agreement of the parties and no representations or statements have been made by seller except as herein stated; so that no warranty, express or implied, arises apart from this writing and seller shall not be held liable or responsible for any statement, promise, or promise of sale, express or implied by any of its employees, apart from this writing. A copy of this order not properly approved and countersigned does not constitute a sale nor does it ever constitute a receipt for a deposit or down payment.

INSURANCE REQUESTED BY PURCHASER

Symbol ______ Comprehensive ______ (Up to 3 yr. old only)
Class ______ Fire & Theft ______
Metropolitan ______ Deductible Collision ______
Suburban ______ Term (Months) ______
Other ______ Premium ______

Signature of Purchaser X Mark A. Stolarski
Occ. [illegible] Res. Phone No. [illegible]
Emp. ______ Bus. Phone No. [illegible]

Approved by 7018 GP

Countersigned by ______

Salesman #215

Ex. L-6 - In evidence at trial.

DEFTS ~~PLAINTIFF'S~~ EXH. No. L-6
Marked for ID ✓
Rec'd in Evidence ✓
Page

E-1319

October 28, 1970

Mr. Russell Terry,
147 Front Street,
Vestal, N. Y. 13850.

Dear Sir:

Some time ago you wrote for information about the Nabcor System.

Unfortunately, we have not been able to respond to all requests immediately.

However, we are enclosing at this time some information about the Nabcor Auto Consumer Service along with an information sheet.

If you are still interested in going into a business that offers a large profit potential with low overhead, fill out the enclosed information sheet and forward same to our branch office in Jenkintown.

A representative will be assigned to you for further discussion.

607-[illegible]

Sincerely yours,

NABCOR, INC.

Frank Maiorana,
President.

FM:JB

enc.

Ex. M-6 - In evidence at trial.

DEFTS
~~PLAINTIFFS~~ EXH. No. M-6
Marked for ID ✓
Rec'd in Evidence ________
Page ____

Delay Between Inquiries by Prospective Brokers Listed in Defendants' Exhibit L-6 and Nabcor Response on October 28, 1970

Surname of Prospect	Date of Inquiry by Prospect	Delay Between Inquiry and Response by Nabcor
1. Terry	undated	--
2. Roberts	1-11-70	10 mos.
3. Orwig	1-24-68	2 years, 10 mos.
4. Brown	5-22-68	2 years, 5 mos.
5. Wolpert	12-07-69	10 mos.
6. Arnold	8-09-70	2 mos.
7. Steel	undated	--
8. DeSimone	10-26-69	1 year
9. Cooper	10-10-68	2 years
10. Azelin	5-11-70	5 mos.
11. Raio	3-07-68	2 years, 7 mos.
12. Irom	11-30-69	11 mos.
13. DiIppolito	undated	--
14. Massara	undated	--
15. O'Neil	9-07-70	1 mo.
16. Glavas	4-20-70	6 mos.
17. Swainson	undated	--
18. Basile	undated	--
19. Casella	9-06-70	1 mo.
20. Rosenberg	11-13-69	11 mos.
21. Pillow	10-17-69	1 year
22. Henderson	12-10-69	10 mos.
23. George	5-21-68	2 years, 5 mos.
24. Meyerson	undated	--

Surname of Prospect	Date of Inquiry by Prospect	Delay Between Inquiry and Response by Nabcor
25. Phelan	5-20-68	2 years, 5 mos.
26. Schoenbaum	5-23-68	2 years, 5 mos.
27. Ewald	2-28-70	8 mos.
28. Welch	undated	--
29. McCabe	5-20-68	2 years, 5 mos.
30. England	5-20-68	2 years, 5 mos.
31. Kaye	5-21-68	2 years, 5 mos.
32. Ullrich	5-22-68	2 years, 5 mos.
33. Brownstein	5-16-68	2 years, 5 mos.
34. Powell	1-08-70	10 mos.
35. Pearce	5-20-68	2 years, 5 mos.
36. Hogan	5-20-68	2 years, 5 mos.
37. Saucedo	3-17-70	7 mos.
38. Smolinski	2-26-70	8 mos.
39. Grieb	11-13-69	11 mos.
40. McCann	4-22-70	6 mos.
41. Somers	10-25-68	2 years
42. Haskell	10-20-69	1 year
43. Luna	12-17-69	10 mos.
44. Dobyns	10-15-69	1 year
45. James	12-16-69	10 mos.
46. Kotsalis	4-21-70	6 mos.
47. Knight	5-23-68	2 years, 5 mos.

Average delay: 1 year, 4.7 months

E-1322

Ex. N-6 - In evidence at trial.

Bano Bu

Date

11/29/67
1/23/68
1/25/68
2/21/68
4/4/68
4/17/68
5/22/68
5/31/68
12/20/68
12/24/68
12/24/68
1/6/69
1/8/69
1/10/69
1/13/69
1/13/69

E-1322

DEFENDANTS' ExhibiT
N-6
Page 1

SUMMARY OF TRANSACTION FOLDERS
PRODUCED BY BANO BUICK
SHOWING TRANSACTIONS WITH NABCOR

Bano Buick Date	Invoice Number	Car	Serial Number	Price to Nabcor	GM Invoice Amount	Markup
11/29/67	1536	Buick	494878H912146	4,626.57	4,501.57	125.00
1/23/68	1606	Opel	39-1271686	2,008.00	1,885.90	122.10
1/25/68	1608	Buick	494878H916864	4,922.96	4,797.96	125.00
2/21/68	1656	Buick	494878H924780	4,725.78	4,600.78	125.00
4/4/68	1751	Buick	454698H284514	3,148.97	2,976.97	172.00
4/17/68	1777	Buick	494878H932293	4,795.00	4,625.40	169.60
5/22/68	1876	Buick	484578H324664	4,197.48	4,071.48	126.00
5/31/68	1896	Buick	435698Y601918	2,669.20	2,614.20	55.00
12/20/68	2282	Buick	444569H154333	4,051.98	3,976.98	75.00
12/24/68	2283	Buick	4353791117654	3,244.80	3,117.80	127.00
12/24/68	2284	Buick	435379Y143321	3,192.07	3,102.07	90.00
1/6/69	2297	Buick	484579H160011	4,730.16	4,501.16	229.00
1/8/69	2301	Buick	494879H918233	5,238.05	5,113.05	125.00
1/10/69	2306	Buick	484579H186467	4,517.46	4,392.46	125.00
1/13/69	2304	Buick	484579H182201	4,622.40	4,497.40	125.00
1/13/69	2303	Buick	444569H183283	3,944.58	3,839.58	105.00

Ex. N-6 - In evidence at trial.

E-1323A

DEFENDANTS'
EXHIBIT N-6
Page 2.

Bano Buick Date	Invoice Number	Car	Serial Number	Price to Nabcor	GM Invoice Amount	Markup
1/23/69	2329	Buick	4443791123030	3,405.70	3,324.70	81.00
1/31/69	2348	Buick	494879H924105	5,209.19	5,084.19	125.00
4/24/69	2516	Buick	444379Y192778	3,752.76	3,624.76	128.00
5/16/69	2559	Buick	435379Y601163	3,069.66	2,994.66	75.00
10/31/69	2938	Buick	435370G109917	3,370.01	3,280.01	90.00
11/18/69	3068	Buick	452390Y128793	3,809.96	3,734.96	75.00
1/14/70	3020	Buick	484390Y148349	4,989.23	4,864.23	125.00
1/26/70	3033	Buick	435690H210287	3,278.54	3,134.54	144.00
1/28/70	3039	Buick	494879H920839	5,111.43	4,971.43	140.00
1/29/70	3041	Opel	391915108	2,329.00	2,203.61	125.39
1/30/70	3045	Buick	494870H921024	5,111.43	4,971.43	140.00
2/27/70	3138	Buick	497870H92692	5,367.42	5,367.42	--
3/19/70	3177	Buick	444370G128763	3,641.81	3,581.81	60.00
5/26/70	3343	Buick	435370G136973	3,624.42	3,551.42	73.00
5/26/70	3344	Buick	435370G136974	3,624.42	3,551.42	73.00
10/9/70	3601	Buick	194870H916975	4,979.00	4,961.91	17.09
2/11/71	3740	Buick	433371H131473	3,476.68	3,376.68	100.00

Ex. O-6 - In evidence at trial.

E-1323B

BUICK
WILDCAT POWER

BANO BUICK, Inc.
193 Main Street
(Area Code 914) MO 6-4662 MO 6-7537
MT. KISCO, NEW YORK 10549

January 15, 1968

DEFENDANTS
EXHIBIT O-6
Page 1.

Buick Motor Division
230 Westchester Avenue
White Plains, New York

Dear Sirs,

The following is a true certified list of cars that have been leased by Nabcor, Roanoke Place, Yonkers, New York for a period of 24 months:

Michael Turco 122 North Hill Ave Yonkers N Y	67 Chrylser	C123073290412
Herman Jones 4747 Hawthorne St Philadelphia Pa	68 Chev	166398T175091
Rosalie Cavecchia 927 McKean St Phil. Pa	67 Chev	123377H201848
Smith Paint Inc. 12 West 3rd St. Mt. Vernon, N Y	66 Dodge	LL45B62691254
John A. Cassano 274 Hoover Road Yonkers, N Y	67 Pontiac	2564577159183
Herbert S. Hecht 3 Cleveland Pl Yonkers, N Y	68 Pontiac	237378B115821
Carl Lumpp Jr. Woodside Lane Yardley Pa	68 Olds	336778M110087
Thomas Gloome 425 Elm St Riverton NJ	67 T-Bird	7Y81Z173966
Robert Irwin 24 S Aberdeen Pl Atlantic City NJ	67 Chev	164377T192850
James H. Lumpp 70 Brown Road Morristown N J	67 Ford	7T73K230078

Very truly yours,

BANO BUICK INC.

Ex. P-6 - In evidence at trial.

43537001O9917	02	145		11-12-69	A237352
(VEHICLE SERIAL NO.)	(ZONE)	(DLR. CODE)	(FLEET CODE)	(IN SERV. DATE)	FACT. INV. NO.

To Buick Motor Division: Subject to the terms and conditions of the 1970 Buick Fleet Plan, the undersigned certifies that specified vehicle hereon will be used in Commercial, Leasing or Rental. Hereby applies for Applicable Allowances under the plan and directs the allowances be:

☒ 1—Credited to dealer

☐ 2—Paid directly to fleet user under dealer assignment

MADCOH, Inc.
PURCHASER'S FIRM NAME

50 Sprain Road, Yonkers, NY
ADDRESS (STREET. CITY. STATE AND ZIP)

SIGNATURE & TITLE

Bano Buick, Inc.
SELLING DEALER NAME

02-145
SELLING DEALER ZONE & CODE

Clarence C. Ariio, Sales Mgr
SIGNATURE & TITLE

Rental Usage Options (X appropriate box)

☐ A–Guaranteed Value
☐ B–First Six Months Buy-Back*
☐ C–Second Six Months Buy-Back*
☐ D–Full Year Buy-Back*
☐ E–BA (Basic Allowance)
☐ F–SBA (Special Base Allowance)
☐ G–BA+Whitewall Tire Allowance
☐ H–SBA+Whitewall Tire Allowance

Commercial And Leasing Usage Options

☐ J–Guaranteed Value
☒ K–Basic Purchase Allowance

*IF BUY-BACK OPTIONS (B, C OR D) ARE UTILIZED INDICATE STATE WHERE VEHICLE IS OPERATING AND TITLE INFORMATION

STATE

LIEN HOLDER

ADDRESS

DEFENDANTS'
EXHIBIT P-6,
Page 1.

E-1325

UICK MOTOR DIVISION
eneral Motors Corporation

To: Buick Zone White Plains, N.Y.
Zone Office Address 30 Westchester Ave

Page 1 Of 1 Pages

Dealer to Check One	
Credit to Dealer	X
Pay to Fleet User	

Buick Fleet Plan

Application For Basic Purchase Allowance

Date , 19

A Vehicle Identification No.	B Buick Invoice No.*	C Dealer Invoice No.*	D Fleet User Name and Address **	E Code (See Rev.)	F Delivery Date Mo.	Day	Yr.	G Basic Purchase Allowance	Rental Only H Fact. Inst. W/W Tires	Rental Only I Fact. Inst. Air Cond.	J Purchase Allowance Amount
444569H154333	4A245365	2232	Nabcor Inc. 2 Roanoke St. YonkersNY		12	20	68				
				Total Allowance This Application							

One copy of the Dealer Invoice for each sold car listed above and one copy of the Buick Motor Division Invoice for each rental car (code 3, 4 and 5) listed above must be attached.
Address to be shown when payment is to be made to fleet user. List each fleet user on a separate application.

e undersigned hereby certifies that the cars listed above are eligible under the Buick Fleet Plan, have been delivered in accordance with the said Plan, and applies for Basic Purchase Allowances either to be edited to the dealer or to be paid to the fleet user, as checked above, under the aforementioned Plan. It is further understood and agreed to that any applicable 5% Purchase Allowance under the Buick Fleet an on the cars listed above is also to be either credited to the dealer or paid to the fleet user as checked above. Dealer further certifies that cars in Column I which are coded 5 in Column E above will meet 65% daily rental service requirement to other than dealership service and sales customers.

rm Name of Dealership Bano Buick Inc.
Dealership Location 193 Main St. , Mt. Kisco, N.Y.
thorized Signature
Dealer Code 02-145

r Use by Zone Office
. Units on this Application
Total Allowance this Application $
Divisional Comptroller: The above application has been checked and is approved for handling.
ne Manager
Date
low Space For Financial Use Only
Total Amount

Cross Referenced By	Priced By 1	Priced By 2	Comp't. By 1	Comp't. By 2	Account Classification	Audited By	Financial Dept. Approval By

y Distribution 1. Buick Financial 2. Zone Office 3. Dealer Copy

DEFENDANTS' EXHIBIT P-6, page 2.

S-351 10-67

E-1326

BUICK MOTOR DIVISION
General Motors Corporation

To: Buick Zone 230 Westchester Ave.
Zone Office Address White Plains, NY

Page 1 Of 1 Pages

Dealer to Check One	
Credit to Dealer	X
Pay to Fleet User	

Buick Fleet Plan

Application For Basic Purchase Allowance

Date , 19

	A Vehicle Identification No.	B Buick Invoice No.*	C Dealer Invoice No.*	D Fleet User Name and Address**	E Code (See Rev.)	F Delivery Date Mo.	F Delivery Date Day	F Delivery Date Yr.	G Basic Purchase Allowance	Rental Only H Fact. Inst. W/W Tires	Rental Only I Fact. Inst. Air Cond.	J Purchase Allowance Amount
1	435698Y601918	4A631639	1896	Kaboom Inc. 2 Roanoke St. Yonkers, NY	(1)	5	31	68				
2												
3												
4												
5												
6												
7												
8												
9												
	Total Allowance This Application											

* One copy of the Dealer Invoice for each sold car listed above and one copy of the Buick Motor Division Invoice for each rental car (code 3, 4 and 5) listed above must be attached.
** Address to be shown when payment is to be made to fleet user. List each fleet user on a separate application.

The undersigned hereby certifies that the cars listed above are eligible under the Buick Fleet Plan, have been delivered in accordance with the said Plan, and applies for Basic Purchase Allowances either to be credited to the dealer or to be paid to the fleet user, as checked above, under the aforementioned Plan. It is further understood and agreed to that any applicable 5% Purchase Allowance under the Buick Fleet Plan on the cars listed above is also to be either credited to the dealer or paid to the fleet user as checked above. Dealer further certifies that cars in Column 1 which are coded 5 in Column E above will meet the 65% daily rental service requirement to other than dealership service and sales customers.

Firm Name of Dealership Bono Buick Inc.
Dealership Location 193 Main St.
Authorized Signature
Dealer Code 02-145

For Use by Zone Office
No. Units on this Application
Total Allowance this Application $
To Divisional Comptroller: The above application has been checked and is approved for handling.
Zone Manager
Date

Below Space For Financial Use Only
Total Amount

Cross Referenced By	Priced By 1	Priced By 2	Comp't. By 1	Comp't. By 2	Account Classification	Audited By	Financial Dept. Approval By

1. Buick Financial 2. Zone Office 3. Dealer Copy

DEFENDANTS' EXHIBIT P-6 Page 3

S-351 10-67

Ex. Q-6 - In evidence at trial.

CREDIT MEMORANDUM

BUICK MOTOR DIVISION

GENERAL MOTORS CORPORATION
FLINT, MICH.

TO BANG BUICK, INC.
193 EAST MAIN STREET
MOUNT KISCO, N. Y. 10549

02145 DATE 02-27-70

CM NO. FPA01465

1970 BUICK FLEET ALLOWANCE

MODEL	VEHICLE IDENT.	CUSTOMER NAME	IN-SERVICE DATE	P	ALLOWANCE AMOUNT	MESSAGES
5239	0Y128793	NABCOR	11-18-69	K	50.00	
		TOTAL ALLOWANCE			50.00	1 RECORDS

DEFENDANTS'
EXHIBIT Q-6,
Page 1.

BEST COPY AVAILABLE

E-1328

CREDIT MEMORANDUM

BUICK MOTOR DIVISION

GENERAL MOTORS CORPORATION
FLINT, MICH.

TO [illegible] BICK, INC.
1[illegible] EAST MAIN STREET
[illegible] KISCO, N. Y. 10549

02145 DATE 05-29-70

CM NO. EPA03441

1970 BUICK FLEET ALLOWANCE

MODEL	VEHICLE IDENT.	CUSTOMER NAME	IN-SERVICE DATE	P	ALLOWANCE AMOUNT	MESSAGES
4437	0G[illegible]768	NABCOA INC	03-26-70	K	50.00	
[illegible]69	0H214287	NABCOR INC	01-26-70	K	50.00	
[illegible]437	0H230562	AVIS RENT A CAR SYSTEM INC	03-30-70	K	50.00	
		TOTAL ALLOWANCE			150.00	3 RECORDS

DEFENDANTS'
EXHIBIT Q-6,
Page 2.

CREDIT MEMORANDUM

BUICK MOTOR DIVISION

GENERAL MOTORS CORPORATION
FLINT, MICH.

TO [illegible] BUICK, INC.
193 EAST MAIN STREET
MOUNT KISCO, N. Y. 10549

0214 DATE 06-30-70

CM NO. FPA04152

1970 BUICK FLEET ALLOWANCE

MODEL	VEHICLE IDENT.	CUSTOMER NAME	IN-SERVICE DATE	P	ALLOWANCE AMOUNT	MESSAGES
3537	00136973	NABCOR INC	05-27-70	K	50.00	
3537	00136974	NABCOR INC	05-26-70	K	50.00	
		TOTAL ALLOWANCE			100.00	2 RECORDS

DEFENDANTS'
EXHIBIT Q-6,
Page 3.

E-1330A

CREDIT MEMORANDUM

BUICK MOTOR DIVISION

GENERAL MOTORS CORPORATION

FLINT, MICH.

TO BANG BUICK, INC.
193 EAST MAIN STREET
MOUNT KISCO, N. Y. 10549

5

021 DATE 07-31-70

CM NO. FPA04797

1970 BUICK FLEET ALLOWANCE

MODEL	VEHICLE IDENT.	CUSTOMER NAME	IN-SERVICE DATE	P	ALLOWANCE AMOUNT	MESSAGES
6046	0Y215588	NABCOR INC	07-02-70	K	50.00	
			TOTAL ALLOWANCE		50.00	1 RECORDS

600

DEFENDANTS'
EXHIBIT Q-6,
Page 4.

E-1330 8

Ex, U-6 - In evidence at trial.

A. MAIORANA EX 40 FOR I.D
ALC 7/15/75

Page -1-

PLAINTIFF'S EXH. No. U-6
Marked for ID ____
Rec'd in Evidence ____
Page ____

DIRECT NEWSPAPER ADVERTISING BY NATIONAL AUTO BROKERS CORP.
FROM DECEMBER 11, 1966 TO DECEMBER 10, 1970

tached as Exhibit A hereto are copies of the checks described in columns A and B used to pay for the advertising
cribed in columns C-F)

(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	
Check No.	Date of Check	N.Y. Times	Wall St. Journal	N.Y. Daily News	Westchester-Rockland Newspapers	News-Day	Other Newspapers Name	Amount
12.11.66 - 12.31.66 Total Advertising: No Advertising during period								
968	1/3						Wilkes-Barr Pub.Co.	5.18
969	1/3						Call-Chronicle Newspapers	3.00
970	1/12			51.35				
971	1/12			47.40				
972	1/12			55.30				
973	1/12			51.35				
[illegible]	1/12			47.40				
990	1/13						Call-Chronicle Newspapers	18.00
996	1/18						Phil.Inquirer	49.50
1000	1/18						Phil.Daily News	13.00

E-1331

s A.

DIRECT NEWSPAPER ADVERTISING BY NATIONAL AUTO BROKERS CORP.

FROM DECEMBER 11, 1966 TO DECEMBER 10, 1970

d as Exhibit A hereto are copies of the checks described in columns A and B used to pay for the advertising
d in columns C-F)

(A) Check No.	(B) Date of Check	(C) N.Y. Times	(D) Wall St. Journal	(E) N.Y. Daily News	(F) Westchester-Rockland Newspapers	(G) News-Day	(H) Other Newspapers Name	Amount
1010	1/18						Courier-Post	19.08
1012	1/18						N.Y. Post	36.45
1013	1/18						N.Y. Post	55.80
1016	1/18	35.40						
1017	1/18						Phil.Inquirer	21.15
1018	1/18						Phil.Inquirer	23.00
1024	1/18						Bulletin Co.	47.25
1025	1/18						Bulletin Co.	33.00
1026	1/18						Bulletin Co.	27.00
1033	1/18						Courier-Post	46.44
1035	1/18						Phil.Inquirer	39.60
1036	1/18						Bulletin Co.	72.45
1037	1/18						Bulletin Co.	19.20
1038	1/18						Bulletin Co.	36.00
1075	1/27						Call-Chronicle Newspapers	18.50

E-1332

DIRECT NEWSPAPER ADVERTISING BY NATIONAL AUTO BROKERS CORP.

FROM DECEMBER 11, 1966 TO DECEMBER 10, 1970

ached as Exhibit A hereto are copies of the checks described in columns A and B used to pay for the advertising ribed in columns C-F)

(A) Check No.	(B) Date of Check	(C) N.Y. Times	(D) Wall St. Journal	(E) N.Y. Daily News	(F) Westchester-Rockland Newspapers	(G) News Day	(H) Other Newspapers Name	Amount
1131	2/8						Bulletin Co.	39.00
1132	2/16						Phil.Inquirer	18.00
1133	2/16						Phil.Inquirer	9.20
1136	2/16						Bulletin Co.	37.00
1137	2/16						Bulletin Co.	29.00
1138	2/16						Bulletin Co.	44.10
1139	2/16						Bulletin Co.	34.65
1156	2/16						Phil.Inquirer	73.17
1157	2/16						Phil.Inquirer	39.75
1160	2/17						Phil.Inquirer	33.00
1161	2/16						Phil.Inquirer	45.00
1162	2/16						Phil.Inquirer	33.00
1163	2/16						Phil.Inquirer	46.02
1178	2/16						Phil.Inquirer	24.32
1179	2/16						Phil.Inquirer	43.00

E-1333

DIRECT NEWSPAPER ADVERTISING BY NATIONAL AUTO BROKERS CORP.
FROM DECEMBER 11, 1966 TO DECEMBER 10, 1970

(Attached as Exhibit A hereto are copies of the checks described in columns A and B used to pay for the advertising described in columns C-F)

(A) Check No.	(B) Date of Check	(C) N.Y. Times	(D) Wall St. Journal	(E) N.Y. Daily News	(F) Westchester-Rockland Newspaper	(G) News Day	(H) Other Newspapers Name	Amount
1190	2/16						Phil.Inquirer	49.50
1192	2/16						Phil.Inquirer	23.60
1193	2/16						Bulletin Co.	47.25
1194	2/16						Bulletin Co.	50.70
[illegible]	2/16						Phil.Inquirer	59.80
1197	2/16						Phil.Inquirer	44.16
[illegible]	2/16						Phil.Inquirer	39.60
[illegible]	2/16						Phil.Inquirer	39.75
[illegible]	2/16						Phil.Inquirer	21.20
1107	2/16						Bulletin Co.	30.50
[illegible]	2/16						Phil.Inquirer	39.60
1203	2/16						Phil.Inquirer	46.20
1204	2/16						Phil.Inquirer	31.68
1205	2/16						Phil.Inquirer	33.00
1207	2/16						Phil.Inquirer	18.00

DIRECT NEWSPAPER ADVERTISING BY NATIONAL AUTO BROKERS CORP.
FROM DECEMBER 11, 1966 TO DECEMBER 10, 1970

Exhibit A hereto are copies of the checks described in columns A and B used to pay for the advertising columns C-F)

(A) Check No.	(B) Date of Check	(C) N.Y. Times	(D) Wall St. Journal	(E) N.Y. Daily News	(F) Westchester-Rockland Newspapers	(G) News Day	(H) Other Newspapers Name	(H) Other Newspapers Amount
1368	3/10						Courier Post	28.62
1371	4/13						Phil.Inquirer	23.60
1393	4/17	19.85						
[illegible]	4/19				129.36			
1460	5/12						Bulletin Co.	17.25
1461	5/12						Bulletin Co.	6.90
1462	5/12						Bulletin Co.	8.05
1463	5/12						Bulletin Co.	20.70
1464	5/12						Bulletin Co.	8.05
1465	5/12						Bulletin Co.	9.45
1466	5/12						Bulletin Co.	16.10
1570	6/20						Phil.Inquirer	5.00
1571	6/20						Phil.Inquirer	30.40
1572	6/20						Phil.Inquirer	36.48
1573	6/20						Phil.Inquirer	21.00

E-1335

DIRECT NEWSPAPER ADVERTISING BY NATIONAL AUTO BROKERS CORP.

FROM DECEMBER 11, 1966 TO DECEMBER 10, 1970

ached as Exhibit A hereto are copies of the checks described in columns A and B used to pay for the advertising
ribed in columns A-F)

(A) Check No.	(B) Date of Check	(C) N.Y. Times	(D) Wall St. Journal	(E) N.Y. Daily News	(F) Westchester-Rockland Newspapers	(G) News Day	(H) Other Newspapers Name	Amount
1574	6/20						Phil.Inquirer	10.50
1575	6/20						Phil.Inquirer	10.50
1576	6/20						Phil.Inquirer	20.00
1577	6/21						Phil.Inquirer	9.00
1578	6/21						Phil.Inquirer	20.70
1579	6/21						Phil.Inquirer	10.50
1580	6/21						Phil.Inquirer	34.50
1581	6/21						Phil.Inquirer	35.40
1582	6/21						Phil.Inquirer	10.50
1583	6/21						Phil.Inquirer	13.20
1584	6/21						Phil.Inquirer	42.00
1585	6/21						Phil.Inquirer	9.45
1586	6/21						Phil.Inquirer	16.50
1587	6/21						Phil.Inquirer	13.20
1601	6/21						Wash.Post.Co.	27.55

E-1336

hibit A

DIRECT NEWSPAPER ADVERTISING BY NATIONAL AUTO BROKERS CORP.
FROM DECEMBER 11, 1966 TO DECEMBER 10, 1970

ached as Exhibit A hereto are copies of the checks described in columns A and B used to pay for the advertising cribed in columns C-F)

(A) Check No.	(B) Date of Check	(C) N.Y. Times	(D) Wall St. Journal	(E) N.Y. Daily News	(F) Westchester-Rockland Newspapers	(G) News-Day	(H) Other Newspapers Name	Amount
1619	6/23						Bulletin Co.	17.55
1620	6/23						Bulletin Co.	21.60
[illegible]	6/21						Bulletin Co.	40.25
1622	6/21						Bulletin Co.	4.80
[illegible]	6/23						Bulletin Co.	35.10
1641	6/23						Phil.Inquirer	38.35
[illegible]	6/23						Phil.Inquirer	31.20
1673	6/27						Pitt.Press.Co.	304.90
1707	7/10						Bulletin Co.	82.90
1849	8/21						Bulletin Co.	21.60
1857	8/24						Bulletin Co.	132.70
1975	9/29						Phil.Inquirer	6.00
2026	10/16						Phil.Inquirer	10.50
2027	10/16						Phil.Inquirer	9.00
2029	10/16						Phil.Inquirer	38.35

E-1337

DIRECT NEWSPAPER ADVERTISING BY NATIONAL AUTO BROKERS CORP.

FROM DECEMBER 11, 1966 TO DECEMBER 10, 1970

(Attached as Exhibit A hereto are copies of the checks described in columns A and B used to pay for the advertising described in columns C-F)

(A) Check No.	(B) Date of Check	(C) N.Y. Times	(D) Wall St. Journal	(E) N.Y. Daily News	(F) Westchester-Rockland Newspapers	(G) News-Day	(H) Other Newspapers Name	(H) Other Newspapers Amount
[illegible]	10/16						Phil.Inquirer	42.00
[illegible]	10/16						Phil.Inquirer	16.10
[illegible]	10/17						Phil.Inquirer	23.10
[illegible]	10/17						Phil.Inquirer	6.00
[illegible]	10/19						Phil.Inquirer	107.00
[illegible]	10/19						Bulletin Co.	59.30
[illegible]	10/30						The Record	9.36
[illegible]	11/9						Bulletin Co.	27.60
[illegible]	11/14						Phil.Inquirer	6.00
[illegible]	11/14						Phil.Inquirer	9.90
	Total =	55.25		252.80	129.36			3,304.04
Total Advertising for the period 1/3 - 11/14 1967								
[illegible]	1/24						Bulletin Co.	48.30
[illegible]	2/12						Courier-Post	30.96
1143	2/16						World-Journal Tribune	54.60
[illegible]	6/26						Cincinatti Post & Times	28.14
[illegible]	6/27						Bulletin Co.	66.50

DIRECT NEWSPAPER ADVERTISING BY NATIONAL AUTO BROKERS CORP.
FROM DECEMBER 11, 1966 TO DECEMBER 10, 1970

(Attached as Exhibit A hereto are copies of the checks described in columns A and B used to pay for the advertising described in columns C-F)

(A) Check No.	(B) Date of Check	(C) N.Y. Times	(D) Wall St. Journal	(E) N.Y. Daily News	(F) Westchester-Rockland Newspaper	(G) News-Day	(H) Other Newspapers Name	Amount
[illegible]	6/27						Courier-Post	5.50
[illegible]	7/1						Bulletin Co.	84.25
[illegible]	7/3						Phil.Inquirer	290.60
[illegible]	7/18						Phil.Inquirer	276.11
[illegible]	8/21						Bulletin Co.	115.02
[illegible]	11/26						Courier-Post	8.80
[illegible]	11/26						Bulletin Co.	85.90
[illegible]	11/26						Phil.Inquirer	109.20
[illegible]	11/26						Phil.Inquirer	135.45
[illegible]	12/3						MontgomeryPub.	140.00
	Total =							
Total Advertising for the period 1/24 - 12/3 1968								1,479.33

DIRECT NEWSPAPER ADVERTISING BY NATIONAL AUTO BROKERS CORP.
FROM DECEMBER 11, 1966 TO DECEMBER 10, 1970

ttached as Exhibit A hereto are copies of the checks described in columns A and B used to pay for the advertising
scribed in columns C-F)

(A) Check No.	(B) Date of Check	(C) N.Y. Times	(D) Wall St. Journal	(E) N.Y. Daily News	(F) Westchester-Rockland Newspapers	(G) News-Day	(H) Other Newspapers Name	 Amount
[illegible]	1/14						Phil.Inquirer	63.20
[illegible]	2/3						Bulletin Co.	7.00
[illegible]	2/5						Phil.Inquirer	56.70
[illegible]	4/7						Phil.Inquirer	77.30
[illegible]	4/22						Bulletin Co.	15.60
[illegible]	4/29						Bulletin Co.	74.25
[illegible]	5/15						Patriot & Eve News	26.00
[illegible]	6/4						Phil.Inquirer	590.10
4012	6/9		86.46					
4013	6/9						WashingtonPost	82.36
[illegible]	7/14						Bulletin Co.	29.80
4177	7/14						Phil.Inquirer	58.80
[illegible]	8/6						Phil.Inquirer	118.85
[illegible]	8/7						Courier-Post	8.70
4310	8/14						Courier-Post	8.15

E-1340

DIRECT NEWSPAPER ADVERTISING BY NATIONAL AUTO BROKERS CORP.
FROM DECEMBER 11, 1966 TO DECEMBER 10, 1970

[illegible] as Exhibit A hereto are copies of the checks described in columns A and B used to pay for the advertising [illegible] in columns C-F)

(A) Check No.	(B) Date of Check	(C) N.Y. Times	(D) Wall St. Journal	(E) N.Y. Daily News	(F) Westchester-Rockland Newspapers	(G) News-Day	(H) Other Newspapers Name	 Amount
4397	9/15						Bulletin Co.	14.75
[illegible]	9/15						Phil.Inquirer	19.60
[illegible]	10/8						Bulletin Co.	32.50
[illegible]	11/18						Bulletin Co.	43.51
4655	11/18						Phil.Inquirer	44.70
4761	12/18						Bulletin Co.	18.75
4762	12/18						Phil.Inquirer	19.60
[illegible]	1/22						Automotive News	17.60
	Total =		86.46					1,427.82

Total Advertising for the period 1/14 - 12/18 1969

E-1341

DIRECT NEWSPAPER ADVERTISING BY NATIONAL AUTO BROKERS CORP.
FROM DECEMBER 11, 1966 TO DECEMBER 10, 1970

[illegible] as Exhibit A hereto are copies of the checks described in columns A and B used to pay for the advertising [illegible] in columns C-F)

(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	
Check No.	Date of Check	N.Y. Times	Wall St. Journal	N.Y. Daily News	Westchester-Rockland Newspapers	News-Day	Other Newspapers Name	Amount
[illegible]	2/5		8.50					
[illegible]	3/11						Courier-Post	33.60
[illegible]	4/2						Phil.Inquirer	205.10
[illegible]	5/1						Montgomery Pub Co.	6.50
[illegible]	5/11						Phil.Inquirer	44.80
[illegible]	5/18						Courier-Post	300.00
[illegible]	6/17						Courier-Post	8.40
[illegible]	6/26						Sunday Independent	25.76
[illegible]	7/24						Courier-Post	16.30
[illegible]	7/31						Phil.Inquirer	400.00
[illegible]	Check missing						Atlantic News	30.40
[illegible]	8/18						Atlantic News	50.00
1153	1/21						Atlantic News	50.00
[illegible]	8/27						Phil.Inquirer	1200.79
[illegible]	10/16						Phil.Inquirer	250.00
[illegible]	10/26						Courier-Post	2255.38
[illegible]	12/2						Phil.Inquirer	138.00
	Total =		8.50					5,015.53

Total Advertising for the period 2/5 - 12/2 1970

Ex. W-6 - In evidence at trial.

USA 836-475
(ED. 4-23-71)

Rec'd
N-18
N-20 76

EXHIBIT
U. S. DIST. COURT
S. D. OF N. Y.

Δx W-6 -

11/8/76

FPI-MI—9-24-75-50M-4417

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK
- x

NATIONAL AUTO BROKERS CORP., et al., : 70
Plaintiffs, : ANSW
-against- :
GENERAL MOTORS CORPORATION, et al., :
Defendants. :
- x

Answer of plaintiffs NATIONAL AUTO BROKERS CORP. ("Nabcor"), FRANK MAIORANA and ANTHONY MAIORANA ("Plaintiffs") to Interrogatory No. 1 of the two interrogatories to Plaintiffs, dated December 31, 1974, propounded by defendants General Motors Corporation, General Motors Acceptance Corporation, Frederic G. Donner and James M. Roche (the "GM Defendants").

With respect to each count of the complaint which has not been dismissed in its entirety,

(a) the total amount of damages claimed by Plaintiffs,

(b) each element of damage included in the total amount, and

(c) the amount claimed with respect to each such element

are set forth in the Schedules below and the Recapitulation following said Schedules. See Note on p. 23 regarding adjustment and alternative valuation.

SCHEDULE 1 - LOSS OF INCOME FROM LOST DIRECT NEW-CAR TRANSACTIONS

Loss of income on new-car sale or lease transactions which would have been arranged directly (as distinguished from having been arranged by the broker-franchisees Nabcor would have had) but for the illegal activities of defendants, amounts to $447.30 per transaction. (This amount is calculated by subtracting the $17 total of Schedule 1B from the $464.30 total of Schedule 1A below.) Then, the $447.30 is multiplied by 906, representing the aggregate number of direct new-car transactions for the years 1966-1975 which Nabcor would have had (see Schedule 1C below). The aggregate amount of loss (before deduction of overhead expenses) is: $ 405,254.

SCHEDULE 11 - LOSS OF PERCENTAGE OF OUTSTANDING STOCK OF NABCOR BY FRANK MAIORANA AND ANTHONY MAIORANA

As a direct result of the illegal activities of defendants, Frank Maiorana and Anthony Maiorana lost all of their stock ownership of Nabcor, from the 100% ownership they enjoyed at the commencement of Nabcor's business. [At the outset, at the beginning of 1966, Frank Maiorana owned 62.5% (after transferring an aggregate of 12.5% of Nabcor to Stefana Maiorana (1/8th of transfer); Rita Maiorana (1/8th of transfer); Rosalie Maiorana (1/8th of transfer); Lena Maiorana (1/8th of transfer); Stephen Maiorana (2/8ths of transfer); James W. Tracey, III (2/8ths of transfer)) and Anthony Maiorana owned 25%.] Subsequently, as a result of various transactions caused by defendants' illegal activities, Frank Maiorana's ownership dropped to about 23% and Anthony Maiorana's ownership dropped to about 11%, all of which stock was transferred to their respective children. (No recovery is sought with respect to these stock transfers to the children of Frank Maiorana and Anthony Maiorana.) The difference in percentage (39.5% as to Frank Maiorana and 14% as to Anthony Maiorana) when applied against the amount of recovery of Nabcor (Schedules 1, 2, 4, 5 and 7 less 3A and 8) represents the amount of loss suffered by Frank Maiorana and Anthony Maiorana under this Schedule 11. This amount may be calculated by applying the respective percentages to the total amounts of Schedules 1, 2, 4, 5 and 7 less the total amounts of Schedules 3A and 8). See Recapitulation below, "TOTAL DAMAGES OF NABCOR". Applying the 39.5% as to Frank Maiorana and 14% as to Anthony Maiorana, the respective amounts of damages are as follows:

	Frank Maiorana	Anthony Maiorana
TOTALS	$	$

SCHEDULE 13 - ALTERNATIVE VALUATION OF SCHEDULES 1, 2, 3, 4, 5, 7 AND 11

Assumes establishment of a Nabcor office in each of the 100 major markets in the United States and that each office would have 100 new-car transactions. All of the broker transactions would be handled through these 100 Nabcor offices.

SCHEDULE 1 - $ 40,525,400

SCHEDULE 1A - $ 464.30.

SCHEDULE 1B - $ 17.00

SCHEDULE 1C - 90,600 (1966 = 600; 1967-1975 = 10,000 each)

SCHEDULE 2 - $ 1,512,962,145

SCHEDULE 2A - $ 265.45

A = $100.00
B = 25.00
C = 25.00
D = 6.25
E = 13.12
F = 4.38
G = 45.92
H = 9.00
I = 17.52
J = 11.26
$265.45

SCHEDULE 2B - $ 10.00 (adding .89 because of added distance factors)

SCHEDULE 2C -

Year	Broker Transactions	
1966	12,733	(13,333 less 600)
1967	350,000	(360,000 less 10,000)
1968	590,000	(600,000 less 10,000)
1969	710,000	(720,000 less 10,000)
1970	710,000	"
1971	710,000	"
1972	710,000	"
1973	710,000	"
1974	710,000	"
1975	710,000	"
	5,922,733	

SCHEDULE 3 - $ 3,507,600
& SCHEDULE 3A

(adding a manager at $1,000 per month, plus payroll taxes of 15%, equaling $1,150 per month and $13,800 per year per Nabcor office, for 100 Nabcor offices)

SCHEDULE 4 - $ 33,695,000 of additional franchise sales income ($29,300,000 plus 20% less 5%).

SCHEDULE 5 - $ 3,653,991,396 , calculated as follows:

(Schedule 1A)		$ 464.30		
(Schedule 1B)	Less	17.00		
		$ 447.30		
(Schedule 1C)	Times	10,000		
		$ 4,473,000		$ 4,473,000
(Schedules 2, 2A, 2B)		255.45		
(Schedule 2C)	Times	710,000		
		$ 181,369,500	Plus	181,369,500
				[illegible]
(Schedule 3)				3,507,600
				$ 182,334,900
				20.04
				$ [illegible]

VERIFICATION

STATE OF NEW YORK)
: ss.:
COUNTY OF NEW YORK)

FRANK MAIORANA, being duly sworn, upon his oath deposes and says:

1. I am the President of NATIONAL AUTO BROKERS CORP., a Pennsylvania corporation, one of the Plaintiffs in the above-entitled action, and I am the agent of that corporation for the purpose of answering the interrogatories served upon the corporation by the GM Defendants, dated December 31, 1974, and for making this verification.

2. I have read Interrogatory No. 1 of said interrogatories and the foregoing answer thereto is true according to the best of my knowledge, information and belief.

Frank Maiorana

Subscribed and sworn to before
me this 21st day of April, 1975.

Carl E

Notary Public

STATE OF NEW YORK)
: ss.:
COUNTY OF NEW YORK)

FRANK MAIORANA, being duly sworn, upon his oath deposes and says:

I am a Plaintiff in the above-entitled action and I have read Interrogatory No. 1 of the two interrogatories, dated December 31, 1974, served upon me by the GM Defendants, and the foregoing answer to said Interrogatory is true according to the best of my knowledge, information and belief.

Frank Maiorana

Subscribed and sworn to before me
this 21st day of April, 1975.

Carl E

Notary Public

Notary [illegible] York
No. 4[illegible]
Qualified in [illegible] County
Commission Expires [illegible] 7

USA 33s - 475
(ED. 4-23-71)

EXHIBIT
U. S. DIST. COURT
S. D. OF N. Y.

Δx Z-6 – ~~ID~~
Nov 8, 1976

FPI-MI—9-24-75-50M-4417

E-1347

10/6/67

Distributorship
Franchise name
General Auto Sales & Leasing

NABCOR, INCORPORATED
101 Benson Manor
Jenkintown, Pa.

MASTER AREA DISTRIBUTOR AGREEMENT

THIS AGREEMENT entered into and executed at Buffalo, New York *this* 6th *day of* October 1967 *by and between NABCOR, INCORPORATED, hereinafter called NABCOR, and* Donald Balling of 4 Rod Road, Marilla, New York and Dale Strimple of 1583 Sindridge Rd., Alden, N.Y., *hereinafter referred to as the DISTRIBUTOR.* and Gary Kuhaneck of 62 Park Forest Drive, Williamsville, N.Y.

WITNESSETH:

WHEREAS, NABCOR is in the business of supplying new and used automobiles; and

WHEREAS, DISTRIBUTOR desires to engage in the business of conducting an "AUTOMOBILE CONSUMER SERVICE" for the purchase of new and used automobiles for the retail consumer, supplied by NABCOR, and to establish a network of brokers and associate brokers for the purpose of conducting an "AUTOMOBILE CONSUMER SERVICE" for the purchase of new and used automobiles for the retail consumer within certain territorial limits and on a franchise basis.

NOW, THEREFORE, it is agreed as follows:

IN CONSIDERATION of the mutual promises and covenants contained in this agreement, and in the franchise application and qualification form, which by reference is hereby made a part of this agreement NABCOR does hereby grant to DISTRIBUTOR the right to conduct an "AUTOMOBILE CONSUMER SERVICE" whereby DISTRIBUTOR will arrange lease-purchase contracts to the retail consumer and to the brokers and associate brokers he will establish within the territory described below.

MKS
DS
D.K.

1. TERRITORY: NABCOR hereby grants the DISTRIBUTOR the exclusive rights for the following territory: All of territory New York State, except Counties: Troy, Hudson, Westchester, [illegible], Ulster, Green, and the 5 Burroughs of New York City, Long Island, Rockland, Putnam, Albany, [illegible] Orange and Dutchess.

2. Said Franchise shall exist for a term of one (1) year from the date hereof and thereafter may be renewed by DISTRIBUTOR on a year to year basis at his option, provided however, the DISTRIBUTOR shall maintain at all times a facility satisfactory to NABCOR and that the DISTRIBUTOR shall conduct his business in accordance with good, sound, and acceptable business standards.

3. NABCOR agrees to and will, during the term of this franchise, provide to the DISTRIBUTOR the following services and products:

A. NABCOR will arrange for and provide new cars and used cars for DISTRIBUTOR.

B. NABCOR will thoroughly train DISTRIBUTOR in management, administration, solicitation, financing, leasing, insurance, and etc.

C. NABCOR will thoroughly train DISTRIBUTOR in used car wholesale.

D. NABCOR will supply all forms necessary for DISTRIBUTOR'S brokers and associate brokers.

E. NABCOR will assist in and supply basic bookkeeping procedures and forms.

F. NABCOR will supply purchase agreement forms.

G. NABCOR will supply wholesale price lists on all domestic make new cars.

H. NABCOR will furnish lighted sign.

I. NABCOR will supply leasing information and assistance.

J. NABCOR will supply registration information and forms where applicable.

K. NABCOR will provide assistance in programming and advertising.

40. RESTRICTIVE COVENANT: The DISTRIBUTOR further agrees that while this agreement is in force or after termination of this agreement he will not divulge to any person or persons except in the normal course of carrying out the business of NABCOR, any of the latter's business or sales methods, forms, contracts, correspondence, letters, and all documents or copies thereof, pertaining to or relative to the business of NABCOR including lists of customers or former customers and will not solicit same nor use any of the above in any manner whatsoever, without the written permission of NABCOR. The DISTRIBUTOR agrees to deliver all such material prepaid to NABCOR at the termination of this agreement. The DISTRIBUTOR also agreee that he will not employ or seek to employ or hire in any capacity any person who is at the same time employed by or representing NABCOR in any capacity and will not directly or indirectly induce any such persons to leave their employment unless the DISTRIBUTOR has obtained the prior written approval of NABCOR.

41. The DISTRIBUTOR further agrees that while this agreement is in full force and for a period of one year after termination of this agreement not to compete in any manner whatsoever with NABCOR in any similar business either as an individual, partner, (active, inactive or silent), corporation stockholder, or company, or in any city or county in which NABCOR is engaged in business or is transacting business.

42. INJUNCTIVE RELIEF: NABCOR shall be entitled to injunctive relief and damages should DISTRIBUTOR breach any of the terms and conditions of the restrictive covenants contained in this agreement and that any monies owing the DISTRIBUTOR by NABCOR under the terms of this or any subsequent agreement may be applied as liquidated damages. This provision or the restrictive covenants contained in this agreement may not be waived or modified by any subsequent agreements unless such waiver is specifically mentioned.

43. FILING OF CLAIMS: Any claim whatsoever against NABCOR or other representatives of NABCOR resulting from or arising out of this agreement or subsequent agreements that are not set forth in writing by registered mail within thirty (30) days after date of such claim, or within thirty (30) days after termination of this agreement, whichever applies, shall be considered waived. The restrictive covenants contained in paragraph 41 of this agreement shall be construed as independent of any other provisions hereof and the existence of any claim in course of action of the DISTRIBUTOR against NABCOR whether predicated on this agreement or otherwise, shall not constitute a defense to the enforcement by NABCOR of said restrictive covenants. The prospective DISTRIBUTOR in consideration of the negotiation between himself and NABCOR that resulted in him signing this agreement agrees to bind himself to paragraph 41 of this Agreement whether or not this agreement has been accepted, signed, countersigned, or rejected by NABCOR.

The parties hereto certify that they have read all portions and both sides of this agreement. This agreement constitutes the final and complete understanding between the parties hereto and that no other representations or promises, verbal or otherwise, have been made, and that this agreement will not become effective until accepted and approved by the home office in Pennsylvania.

WITNESS:

DISTRIBUTOR:

Donald A Bolling

(~~Name~~)

Dale K. Stumpfle

(~~Business Address~~)

Gary Kubasek

(~~[illegible]~~)

(Home Address)

ACCEPTED:
NABCOR, INCORPORATED
BY: ____________________

THE FRANCHISE FEE OR A DEPOSIT MUST ACCOMPANY APPLICATIONS.
CHECKS SHOULD BE CERTIFIED OR EXCHANGE FOR A DRAFT PAYABLE TO NABCOR, INC.
ALL MONEY WILL BE RETURNED IMMEDIATELY IF APPLICATION IS NOT ACCEPTED.

L. NABCOR will provide consultation for DISTRIBUTOR and give expert advice on matters pertaining to the business.

M. NABCOR will arrange for and provide new cars for DISTRIBUTOR at established fleet prices plus transportation.

N. NABCOR agrees to assist DISTRIBUTOR in establishing brokers and associate brokers within his territory and provide contracts necessary to do so.

4. NABCOR agrees to allow DISTRIBUTOR to establish, in its area, brokers and associate brokers who will identify themselves as NABCOR brokers and NABCOR associate brokers and DISTRIBUTOR will retain all deposits and fees except as outlined in paragraphs 16 and 17.

5. NABCOR agrees to provide at its expense a complete training program for the DISTRIBUTOR or for its designee. This program will include a general indoctrination of all phases of the NABCOR "AUTOMOBILE CONSUMER SERVICES". This training program will be either verbal or taped at NABCOR'S discretion and will take place at one of the NABCOR offices or in the DISTRIBUTOR'S territory at NABCOR'S discretion; thereafter, training seminars will be held at time and place to be determined by NABCOR and may be attended by the DISTRIBUTOR or by his designee, should he feel additional training is necessary.

6. The DISTRIBUTOR'S interest in this agreement is personal and may be sold, assi[illegible] transferred only upon the written permission of NABCOR. Such permission shal[illegible] unreasonably withheld as long as the DISTRIBUTOR is fulfilling the terms and c[illegible]ons of this agreement and the same is in full force and effect. This agreement shall innure to the benefit of the estate or heirs of the DISTRIBUTOR.

7. NABCOR agrees to allow DISTRIBUTOR to establish, in his assigned territory and in such open areas as may be allowed and approved by NABCOR, brokers and associate brokers who will identify themselves as NABCOR brokers and NABCOR associate brokers. Such brokers and associate brokers to be established shall be written on NABCOR forms and subject to NABCOR'S approval, terms, and conditions. DISTRIBUTOR will retain all "franchise fees" and "activity performance deposits" except as outlined in paragraphs 16 and 17.

8. NABCOR agrees to assign to DISTRIBUTOR all brokers and associate brokers already established in DISTRIBUTOR'S territory upon execution of this agreement. NABCOR will retain all fees and "activity performance deposits" in exchange for this asset.

9. NABCOR agrees to handle lease-purchase agreements for DISTRIBUTOR or his brokers and associate brokers if necessary. All fees due DISTRIBUTOR will be paid to DISTRIBUTOR by NABCOR immediately upon completion of the purchase agreement.

10. NABCOR agrees to pay all freight or postage on regular shipments of signs and materials.

11. NABCOR reserves the right to change the terms and conditions of the purchase agreement and all other forms from time to time as deemed necessary.

DB
B.R.

12. FRANCHISE FEE: In consideration of the above benefits to the DISTRIBUTOR and the obligations to be performed by NABCOR, in order to help partially to defray the cost of establishing the franchise, which includes training expenses as well as signs, manuals, presentation kits, and all other material necessary to operate the franchise, and in consideration of NABCOR'S execution of this agreement, DISTRIBUTOR agrees to and does hereby pay to NABCOR, as the consideration, therefore, the sum of Twenty Five Thousand dollars ($25,000). See attached Schedule "A".

13. NABCOR reserves the right to assign its rights and interest under this agreement, and the DISTRIBUTOR and the heirs and assigns of the DISTRIBUTOR agree to be bound by the terms of this agreement if and when assigned.

14. DISTRIBUTOR will conduct his business under his own name or a fictitious or corporate name chosen by him which shall not include the word NABCOR, but the DISTRIBUTOR shall set forth on all business stationery, cards, signs, and all other manner of public utterance that he is an authorized DISTRIBUTOR for NABCOR.

15. DISTRIBUTOR agrees and understands that any change of principals, officers, partners or name of DISTRIBUTOR shall require written approval of NABCOR.

E-1350

16. DISTRIBUTOR agrees he will pay twenty-five percent (25%) of franchise fees and yearly renewal fees to NABCOR, for use of its name and systems, on any broker or associate broker it establishes in its area, plus five hundred dollars ($500.00) for initial promotional package.

17. DISTRIBUTOR agrees to pay NABCOR a five dollar ($5.00) override on all purchases in its area until it will have received from franchise fees and/or purchase profits a sum equivalent to its investment; thereafter, DISTRIBUTOR agrees to pay NABCOR ten dollars ($10.00) per car override on each purchase by DISTRIBUTOR or his brokers or associate brokers in his area.

18. DISTRIBUTOR agrees he will order new cars for all "lease-purchase" contracts and used cars and any other materials from NABCOR.

19. Any new automobiles ordered by DISTRIBUTOR must be accompanied by part payment of not less than five percent (5%) and will be considered binding. Failure to complete said purchase in accordance with the terms of the purchase agreement will result in forfeiture of part payment as liquidated damages.

a. The DISTRIBUTOR agrees to mail, and to require that his sub-agents mail, to NABCOR, all completed purchase agreements listed on a duly executed Sales Report, along with the full remittance, within seventy-two (72) hours from the date of execution of said agreement.

20. DISTRIBUTOR agrees that his minimum quota will be 120 cars per [illegible] year [illegible] 365 day period.

DB

NKS

D.S.

a. DISTRIBUTOR agrees if he does not meet his minimum quota for any [illegible] 365 [illegible] day period, he is subject to cancellation and all monies paid shall be retained by NABCOR as damages.

b. Said minimum quota shall not become effective until sixty (60) days after the execution of this agreement.

21. DISTRIBUTOR agrees that within a reasonable period of time, he will set up his operation and all other matters necessary to his business so that he may handle said "lease-purchase" contracts himself.

22. DISTRIBUTOR agrees to pay freight on special airborne shipments made at his request or on any supplies or materials returned as undeliverable.

23. DISTRIBUTOR agrees to supervise, train, and handle supply and delivery of all purchases of its brokers and associate brokers.

24. DISTRIBUTOR agrees to accept conditions on broker contracts and associate broker contracts and their terms, and to refund the twenty-five dollar ($25.00) per car as stipulated in those contracts.

25. DISTRIBUTOR agrees and understands that he will arrange for and provide new cars at established Fleet prices, plus Transportation, plus NABCOR distributor fee of fifty dollars ($50.00). This fee is subject to increase if justified by increased costs.

26. DISTRIBUTOR agrees he will engage in no other business of any kind without first obtaining the written authorization of NABCOR, except those presently engaged in.

27. DISTRIBUTOR agrees that he will make no warranties other than those on the purchase agreement or franchise agreement.

28. DISTRIBUTOR agrees he will not solicit in any territory other than that franchised to him by the terms of this Agreement, and a repeated violation hereof, at NABCOR'S election, NABCOR may cancel and terminate this franchise.

29. DISTRIBUTOR agrees that he will submit, upon request, his complete records and financial statement pertaining to the business encompassed by this agreement.

30. DISTRIBUTOR agrees and understands that all brokers and associate brokers already established in his territory, upon execution of this agreement, will be assigned to him by NABCOR, and he will accept same and honor all terms and conditions of those agreements.

31. DISTRIBUTOR agrees that he will not advertise the services of NABCOR, either directly or indirectly, through use of a fictitious trade style or otherwise and in any manner whatsoever unless such advertisement is approved in writing by NABCOR.

32. Upon termination of this agreement, DISTRIBUTOR agrees to remove and refrain from using thereafter the words "NABCOR" or "NABCOR, INCORPORATED" or any name that has been used in connection with the sale of this service, including the use of any facsimile thereof, on cards, letterheads, advertisements, or in any other manner whatsoever.

33. DISTRIBUTOR understands and agrees that he is an independent contractor and that he is not an agent for nor acting on behalf of NABCOR for any purpose or in any manner whatsoever in the operation of his business during or after the expiration of this Agreement. DISTRIBUTOR agrees to indemnify and save harmless NABCOR from and against all claims, demands, damages, actions and causes of actions, liability, expenses or cost arising out of any transaction participated in or act committed or omission to act by DISTRIBUTOR. If suit is brought against DISTRIBUTOR and/or NABCOR on account of any such transaction or act of omission, DISTRIBUTOR shall, upon receipt of notice thereof, assume the defense and bear all expenses, cost, attorney's fees, and liability or damages which may be incurred. DISTRIBUTOR also agrees to promptly pay when due on demand all debts and obligations incurred by him in the course of his business during the term of this Agreement. DISTRIBUTOR'S failure to perform any of the terms of this Agreement shall constitute his breach of this Agreement, which, at the sole option of NABCOR shall entitle NABCOR to cancel this Agreement and to retain all payments theretofore made by DISTRIBUTOR to NABCOR under the terms of this Agreement.

34. In the event NABCOR is prevented from performing any of its obligations hereunder by reason of Acts of God, strikes, labor difficulties, riot, insurrection, or the act of any government body or by any other reason beyond its control, the delay occasioned thereby in supplying new or used automobiles or the failure to supply new or used automobiles, shall not be considered a breach of this contract.

35. The paragraphs of this Agreement are severable, and in the event any paragraph, sentence or word, or portion of this Agreement is declared illegal or unenforceable, the remainder of this Agreement shall be effective and binding upon the parties. No waiver of any breach of any of the covenants, agreements, or provisions herein contained shall be construed as a waiver of any subsequent breach of the same or any other covenant or provision. This instrument constitutes the entire agreement between the parties and there are no other covenants, promises, or agreements, (written or oral), and no agent of either party has authority to make representations or other agreements (verbal or written) which modify or vary the terms or conditions of this Agreement.

36. BREACH OF CONTRACT: Breach of any of the terms and conditions of this agreement or any fraudulent acts of misconduct by the DISTRIBUTOR shall at the option of NABCOR be cause for termination of this agreement and all benefits hereof. However, both parties shall have thirty (30) days to rectify such breach. In the event such breach is not rectified any money owing NABCOR under this agreement shall immediately become due and payable.

37. VENUE: In the event that suit is brought by either party under the provisions of this or any other agreement, between the parties hereto, venue shall be in the State of Pennsylvania and in the county which is the current principal legal residence of NABCOR. It is further agreed that for the purpose of interpretation the laws of the State of Pennsylvania shall govern and the terms and conditions of this Agreement shall have precedence over any other conflicting terms and conditions. Failure to enforce any of the provisions of this Agreement shall not be considered a waiver of that provision.

38. Any lease-purchase contract presented to NABCOR and not acceptable to NABCOR because of finance, insurance, or other terms of lease-purchase contracts submitted, may be returned by NABCOR to DISTRIBUTOR.

39. It is further agreed that the term "lease-purchase" as used in this agreement means a program established by NABCOR in its discretion to include leases or purchases or a combination of both.

Schedule A

Distributor agrees to pay Twenty Five Thousand ($25,000.00) Dollars in the following manner:

Eight Thousand ($8,000.00) Dollars, which Nabcor has received pursuant to present brokerage agreement between the principals herein.

Seven Thousand ($7,000.00) Dollars in cash upon the signing of the within agreement.

The balance of Ten Thousand ($10,000.00) Dollars to be paid by the Distributor by payment of an additional twenty five (25%) percent upon each brokers franchise sold by the Distributor, until the within balance is paid in full, said amount being payable without interest.

Donald A Boccia
Dale K Stumpf
Gary Kuhaneck

Ruckle Stock No.	Date of Nabcor Order	Date Ruckl From
661179	3/28/66	3/31
661239	4/12/66	4/1
661342	5/13/66	5/14
661356	5/13/66	5/14
66822	6/20/66	2/9/
661467	7/27/66	5/28
670234	9/30/66	10/5
670230	10/3/66	10/5
670258	10/3/66	10/5
670289	10/3/66	10/5
670305	10/3/66	10/5
670267	10/3/66	10/1
670255	10/3/66	10/5
670285	10/11/66	10/1
670269	10/11/66	10/1

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RECORD OF CARS PURCHASED BY NABCOR FROM RUCKLE PONTIAC
(Compiled from Documents Produced by Ruckle)

of e Order GM	Sold, Stock, or Fleet	Order Indicates Nabcor as Customer	Date Shipped to Ruckle	Date of Note by Ruckle	Date of Ruckle Invoice to Nabcor	Date of Payment by Nabcor to Ruckle	Days from Invoice to Payment
/66	Fleet	Yes	4/29/66	5/5/66	5/4/66	5/10/66	6
/66	Fleet	Yes	5/13/66	5/19/66	5/17/66		
/66	Fleet		6/9/66	6/15/66	illegible		
/66	Fleet	Yes	6/10/66	6/10/66			
66	Stock				6/27/66		
/66	Stock	No			7/28/66	7/28/66	0
/66	Fleet	Yes	10/28/66	11/3/66	11/4/66	11/14/66	10
/66	Fleet	Yes	10/28/66	11/3/66	11/4/66	11/14/66	10
/66	Fleet	Yes	11/3/66	11/9/66	11/14/66		
/66	Fleet	Yes	11/9/66	11/15/66	11/17/66		
/66	Fleet	Yes	11/10/66	11/16/66	11/13/66		
0/66	Fleet	Yes	11/3/66	11/9/66	11/18/66		
/66	Fleet	Yes	10/31/66	11/7/66	11/9/66	3/18/67	129
3/66	Sold	Yes	11/7/66	11/14/66	11/18/66		
3/66	Sold	Yes	11/4/66	11/10/66	11/14/66		

Ex. B-7 - In evidence at trial.

Ruckle Stock No.	Date of Nabcor Order	Date of Ruckle Order From GM	Sold, Stock, or Fleet	Order Indicates Nabcor as Customer	Date Shipped to Ruckle	Date of Note by Ruckle	Date of Ruckle Invoice to Nabcor	Date of Payment by Nabcor to Ruckle	Days from Invoice to Payment
14885	11/1/66	11/3/66	Sold	Yes	12/13/66	12/19/66	12/19/66		
50975	12/1/66	12/7/66	Sold	Yes	12/27/66	1/3/67	1/5/67		
80472	12/1/66	12/7/66	Sold	Yes	12/29/66	1/4/67	1/4/67	1/26/67	22
80473	12/1/66	12/7/66	Sold	Yes	1/4/67	1/10/67	1/9/67	1/25/67	16
50974	12/1/66	12/7/66	Sold	Yes	1/5/67	1/11/67	1/9/67	1/11/67	2
670070		7/21/66	Stock	No	9/28/66	10/4/66	1/11/67	1/25/67	14
65917	12/7/66	12/30/66	Sold	Yes	1/20/67	1/26/67	1/26/67	1/31/67	5
14939	12/19/66	12/28/66	Sold	Yes	1/23/67	1/30/67	1/26/67	1/27/67	1
14916	12/19/66	12/28/66	Sold	Yes	1/18/67	1/24/67	1/24/67	1/24/67	0
14928	12/29/66	12/15/66	Sold	Yes	1/12/67	1/18/67	1/17/67	1/30/67	13
14974	1/12/67	1/16/67	Sold	Yes	2/20/67	2/27/67	2/27/67	2/28/67	1
27109	1/27/67	1/31/67	Sold	Yes	3/6/67	3/13/67	3/10/67	3/20/67	10

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Ex. C-7 - In evidence at trial.

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RECORD OF CARS PURCHASED BY NABCOR FROM ROHRER CHEVROLET DURING 1970

(Compiled from Documents of Rohrer)

Rohrer Jacket No.	Date of Nabcor Order	Date of Rohrer Order from GM	Sold or Fleet	Order Indicates Nabcor as Customer	Date of Rohrer Invoice to Nabcor
589	11/14/69	11/24/69	Sold	Yes	1/9/70
301					1/29/70
614	12/8/69	12/9/69	Sold	Yes	2/3/70
781	1/21/70	1/23/70	Sold	Yes	3/9/70
842	1/31/70	2/5/70	Sold	Yes	3/17/70
858	2/11/70	2/12/70	Sold	Yes	3/31/70
1[illegible]4	3/6/70	3/9/70	Sold	Yes	4/23/70
1040	2/26/70	3/2/70	Sold	Yes	4/28/70
1136	2/17/70	2/23/70	Sold	Yes	4/28/70
1121	2/20/70	2/23/70	Sold	Yes	4/30/70
1301	3/27/70	4/7/70	Sold	Yes	5/13/70
1283	3/31/70	4/7/70	Sold	Yes	5/13/70
1219	3/13/70	3/17/70	Sold	Yes	5/13/70
1363	1/21/70	3/2/70	Sold	Yes	5/21/70
1374	4/24/70	4/27/70	Sold	Yes	5/27/70
1416	4/8/70	4/9/70	Sold	Yes	6/5/70
1455	4/24/70	4/29/70	Sold	Yes	6/11/70

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Rohrer Jacket No.	Date of Nabcor Order	Date of Rohrer Order from GM	Sold or Fleet	Order Indicates Nabcor as Customer	Date of Rohrer Invoice to Nabcor
1543	4/27/70	4/30/70	Sold	Yes	6/19/70
1538	4/27/70	4/30/70	Sold	Yes	6/29/70
1486	6/24/70				6/30/70
1664	5/19/70	5/21/70	Sold	Yes	7/13/70
1767	5/11/70	5/13/70	Sold	Yes	7/15/70
1657	5/19/70	5/21/70	Sold	Yes	7/16/70
1871	5/20/70	5/22/70	Sold	Yes	7/29/70

RECORD OF CARS PURCHASED BY NABCOR FROM ROHRER CHEVROLET
(Compiled from the Documents Produced by Nabcor, GM and Rohrer)

Rohrer Jacket No.	Serial No. (Last 6 Digits)	Date of Nabcor Order	Date of Rohrer Order From GM	Sold or Fleet	Order Indicates Nabcor as Customer	Date Shipped To Rohrer	Date of Rohrer Invoice To Nabcor	GM Invoice Price To Rohrer	Rohrer Invoice Price To Nabcor	Price Differential
	235236						8/8/67		$2,550.74	
	120762	10/4/67				10/26/67	11/1/67	$2,638.75	2,652.33	$13.58
	124883	10/2/67				10/31/67	11/8/67	3,030.89	3,041.01	10.12
	335643					10/31/67	11/14/67	3,209.45	3,224.46	15.01
	142742	10/18/67				11/7/67	11/14/67	2,538.81	2,551.47	12.66
	145135	9/22/67				11/10/67	11/21/67	2,652.72	2,665.22	12.50
	339241✓	9/25/67					11/21/67		2,325.12	
	149139	10/19/67				11/17/67	11/30/67	2,713.08	2,725.74	12.66
	129029	10/18/67				11/16/67	11/30/67	2,865.69	2,896.71	31.02

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Ex. D-7 - In evidence at trial.

Rohrer Jacket No.	Serial No. (Last 6 Digits)	Date of Nabcor Order	Date of Rohrer Order From GM	Sold or Fleet	Order Indicates Nabcor as Customer	Date Shipped To Rohrer	Date of Rohrer Invoice To Nabcor	GM Invoice Price To Rohrer	Rohrer Invoice Price To Nabcor	Price Differential
	154571	10/16/67				11/29/67	12/7/67	$2,774.34	$2,786.33	$11.99
	333639 /	9/25/67				10/26/67	12/7/67	2,407.17	2,423.18	16.01
	156773	10/19/67				12/1/67	12/11/67	3,231.22	3,238.01	6.79
	356474					12/12/67	12/27/67	2,670.55	2,720.55	50.00
	158154	11/7/67				12/5/67	12/27/67	3,286.46	3,336.46	50.00
	175091	11/1/67				1/4/68	1/10/68	3,476.06	3,526.06	50.00
	156465	12/28/67				2/6/68	2/13/68	2,925.72	2,975.72	50.00
10674	206635 ✓	12/28/67					2/22/68		2,561.06	

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Rohrer Jacket No.	Serial No. (Last 6 Digits)	Date of Nabcor Order	Date of Rohrer Order From GM	Sold or Fleet	Order Indicates Nabcor as Customer	Date Shipped To Rohrer	Date of Rohrer Invoice To Nabcor	GM Invoice Price To Rohrer	Rohrer Invoice Price To Nabcor	Price Differential
	192428✓	11/29/67				2/15/68	2/22/68	$3,452.46	$3,502.46	$50.00
	193060✓	11/29/67				2/15/68	2/26/68	2,181.03	2,231.03	50.00
	194790✓	11/24/67				2/20/68	2/29/68	2,733.83	2,803.83	70.00
	207967	2/6/68				3/13/68	3/20/68	2,296.51	2,346.51	50.00
	209581	1/31/68				3/18/68	3/21/68	3,303.14	3,373.14	70.00
	144492	[PURCHASED FROM ROHRER. SOLD TO NABCOR CUSTOMER 4/3/68.]								
	218157	3/9/68					4/4/68		3,573.19	
	403633	2/15/68				3/27/68	4/8/68	2,844.32	2,979.52	135.20

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Rohrer Jacket No.	Serial No. (Last 6 Digits)	Date of Nabcor Order	Date of Rohrer Order From GM	Sold or Fleet	Order Indicates Nabcor as Customer	Date Shipped To Rohrer	Date of Rohrer Invoice To Nabcor	GM Invoice Price To Rohrer	Rohrer Invoice Price To Nabcor	Price Differential
	218157	[PURCHASED FROM ROHRER. SOLD TO NABCOR CUSTOMER 4/11/68.]				3/28/68		$3,523.19		
	407540	2/29/68				4/3/68	4/11/68	2,523.37	2,573.37	$50.00
	189044	3/15/68				4/29/68	5/7/68	2,254.37	2,301.37	47.00
	166940	3/15/68				[PURCHASED FROM ROHRER. SOLD TO NABCOR CUSTOMER 5/7/68.]				
	175333	4/8/68				5/8/68	5/14/68	3,218.56	3,298.56	80.00
	255423	4/30/68				5/27/68	6/7/68	3,588.44	3,763.44	175.00
	258561	[PURCHASED FROM ROHRER. SOLD TO NABCOR CUSTOMER 6/12/68.]								
	204039	4/15/68				5/28/68	6/12/68	2,962.96	3,042.96	80.00

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Rohrer Jacket No.	Serial No. (Last 6 Digits)	Date of Nabcor Order	Date of Rohrer Order From GM	Sold or Fleet	Order Indicates Nabcor as Customer	Date Shipped To Rohrer	Date of Rohrer Invoice To Nabcor	GM Invoice Price To Rohrer	Rohrer Invoice Price To Nabcor	Price Differential
	258561	5/8/68				6/4/68	6/18/68	$3,558.40	$3,608.40	$50.00
	260684	5/6/68				6/6/68	6/18/68	3,024.86	3,094.86	70.00
	192183	6/4/68				6/26/68	7/10/68	3,033.54	3,113.54	80.00
	276263	6/13/68				7/3/68	7/15/68	3,172.43	3,277.43	105.00
	207962	[PURCHASED FROM ROHRER. SOLD TO NABCOR CUSTOMER 8/13/68.]								
	014997	9/5/68				10/22/68	10/30/68	2,962.57	3,032.57	70.00
	020554	8/15/68				10/17/68	10/30/68	3,595.66	3,665.66	70.00
	526332					10/28/66	11/18/66	2,843.28	2,893.28	50.00

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Rohrer Jacket No.	Serial No. (Last 6 Digits)	Date of Nabcor Order	Date of Rohrer Order From GM	Sold or Fleet	Order Indicates Nabcor as Customer	Date Shipped To Rohrer	Date of Rohrer Invoice To Nabcor	GM Invoice Price To Rohrer	Rohrer Invoice Price To Nabcor	Price Differential
	317370	[PURCHASED FROM ROHRER. SOLD TO NABCOR CUSTOMER 11/19/68.]								
	017370	10/10/68					11/19/68		$2,791.75	
	548450					11/26/68	12/12/68	$2,892.43	2,942.43	$50.00
	316899	10/24/68				11/27/68	12/17/68	3,051.61	3,101.61	50.00
	061855	11/11/68				12/16/68	1/16/69	2,711.14	2,761.14	50.00
	321950	11/29/68				12/30/68	1/20/69	2,832.08	2,882.08	50.00
	065459	[PURCHASED FROM ROHRER. SOLD TO NABCOR CUSTOMER 1/22/69.]								
	081587	10/31/68				1/30/69	2/7/69	3,735.75	3,785.75	50.00

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Rohrer Jacket No.	Serial No. (Last 6 Digits)	Date of Nabcor Order	Date of Rohrer Order From GM	Sold or Fleet	Order Indicates Nabcor as Customer	Date Shipped To Rohrer	Date of Rohrer Invoice To Nabcor	GM Invoice Price To Rohrer	Rohrer Invoice Price To Nabcor	Price Differential
	081496	12/31/68				1/31/69	2/7/69	$3,220.10	$3,270.10	$50.00
	328232	1/13/69				1/29/69	2/17/69	3,110.90	3,160.99	50.09
	121874	3/13/69				4/10/69	5/7/69	3,637.42	3,687.42	50.00
	122677	3/13/69				4/11/69	5/7/69	3,795.82	3,845.82	50.00
	872957	3/26/69				5/17/69	6/4/69	4,418.92	4,518.92	100.00
	046405	4/30/69				5/28/69	6/11/69	3,179.48	3,229.48	50.00
	046981	4/30/69				6/4/69	6/11/69	3,307.02	3,357.02	50.00
	386970	4/10/69				6/11/69	6/18/69	2,806.65	2,856.65	50.00

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Rohrer Jacket No.	Serial No. (Last 6 Digits)	Date of Nabcor Order	Date of Rohrer Order From GM	Sold or Fleet	Order Indicates Nabcor as Customer	Date Shipped To Rohrer	Date of Rohrer Invoice To Nabcor	GM Invoice Price To Rohrer	Rohrer Invoice Price To Nabcor	Price Differential
	046687	4/30/69				6/3/69	6/18/69	$3,264.98	$3,314.98	$50.00
	388920	5/12/69				6/16/69	7/3/69	2,921.85	2,991.85	70.00
	391193	5/12/69				6/19/69	7/3/69	3,184.94	3,254.94	70.00
	504016					5/29/69	7/9/69	2,148.71	2,308.71	160.00
	661630	6/2/69				6/25/69	7/14/69	3,006.52	3,056.52	50.00
	662244	5/26/69				6/26/69	7/14/69	2,768.94	2,818.94	50.00
	105864	8/26/69				9/15/69	9/24/69	3,340.98	3,410.98	70.00
	688617	8/25/69				9/23/69	10/6/69	3,143.91	3,193.91	50.00

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Rohrer Jacket No.	Serial No. (Last 6 Digits)	Date of Nabcor Order	Date of Rohrer Order From GM	Sold or Fleet	Order Indicates Nabcor as Customer	Date Shipped To Rohrer	Date of Rohrer Invoice To Nabcor	GM Invoice Price To Rohrer	Rohrer Invoice Price To Nabcor	Price Differential
	137055	9/11/69				10/20/69	10/30/69	$2,640.65	$2,710.65	$70.00
	113826					10/29/69	11/7/69	3,448.29	3,498.29	50.00
	141920	9/12/69				10/28/69	11/13/69	3,459.99	3,509.99	50.00
	160274	9/30/69				10/22/69	11/25/69	2,241.48	2,291.48	50.00
	183271					11/17/69	12/4/69	2,465.55	2,515.55	50.00
	160907	10/20/69				12/2/69	12/23/69	3,176.27	3,226.27	50.00
589	527427	11/14/69	11/24/69	Sold	Yes	12/19/69	1/9/70	3,144.89	3,194.89	50.00
301	107960						1/29/70		2,155.63	

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Rohrer Jacket No.	Serial No. (Last 6 Digits)	Date of Nabcor Order	Date of Rohrer Order From GM	Sold or Fleet	Order Indicates Nabcor as Customer	Date Shipped To Rohrer	Date of Rohrer Invoice To Nabcor	GM Invoice Price To Rohrer	Rohrer Invoice Price To Nabcor	Price Differential
614	133678	12/8/69	12/9/69	Sold	Yes	1/9/70	2/3/70	$2,717.26	$2,767.26	$50.00
781	191087	1/21/70	1/23/70	Sold	Yes		3/9/70		3,435.00	
842	156602	1/31/70	2/5/70	Sold	Yes		3/17/70		3,224.90	
858	160210	2/11/70	2/12/70	Sold	Yes		3/31/70		3,243.13	
1044	210010	3/6/70	3/9/70	Sold	Yes		4/23/70		3,473.36	
1040	145067	2/26/70	3/2/70	Sold	Yes		4/28/70		2,835.30	
1136	216269	2/17/70	2/23/70	Sold	Yes		4/28/70		3,622.99	
1121	215262	2/20/70	2/23/70	Sold	Yes		4/30/70		3,026.60	

DEFTS.
~~PLAINTIFF'S~~ EXH. No. D-7
Marked for ID ______
Rec'd in Evidence ______
Page 10

Rohrer Jacket No.	Serial No. (Last 6 Digits)	Date of Nabcor Order	Date of Rohrer Order From GM	Sold or Fleet	Order Indicates Nabcor as Customer	Date Shipped To Rohrer	Date of Rohrer Invoice To Nabcor	GM Invoice Price To Rohrer	Rohrer Invoice Price To Nabcor	Price Differential
1219	304643	3/13/70	3/17/70	Sold	Yes		5/13/70		$2,409.49	
1301	321295	3/27/70	4/7/70	Sold	Yes		5/13/70		2,982.12	
1283	152100	3/31/70	4/7/70	Sold	Yes		5/13/70		3,548.04	
1363	537865	1/21/70	3/2/70	Sold	Yes		5/21/70		3,266.85	
1374	188790	4/24/70	4/27/70	Sold	Yes		5/27/70		3,525.68	
1416	540887	4/8/70	4/9/70	Sold	Yes		6/5/70		3,510.24	
1455	196176	4/24/70	4/29/70	Sold	Yes	6/2/70	6/11/70	$3,413.11	3,463.11	$50.00
1538	245842	4/27/70	4/30/70	Sold	Yes	6/10/70	6/29/70	3,685.62	3,735.62	50.00

DEFTS.
~~PLAINTIFF~~'S EXH. No. D-7
Marked for ID
Rec'd in Evidence
Page 11

Rohrer Jacket No.	Serial No. (Last 6 Digits)	Date of Nabcor Order	Date of Rohrer Order From GM	Sold or Fleet	Order Indicates Nabcor as Customer	Date Shipped To Rohrer	Date of Rohrer Invoice To Nabcor	GM Invoice Price To Rohrer	Rohrer Invoice Price To Nabcor	Price Differential
1543	559684	4/27/70	4/30/70	Sold	Yes	6/10/70	6/19/70	$2,925.93	$2,995.93	$70.00
1486	167034	6/24/70					6/30/70		2,810.78	
1664	206756	5/19/70	5/21/70	Sold	Yes		7/13/70		3,416.02	
1767	210538	5/11/70	5/13/70	Sold	Yes	7/7/70	7/15/70	3,242.39	3,292.39	50.00
1657	206277	5/19/70	5/21/70	Sold	Yes		7/16/70		3,578.61	
1871	181242	5/20/70	5/22/70	Sold	Yes	7/15/70	7/29/70	3,398.50	3,468.50	70.00

DEFTS.
~~PLAINTIFF'S~~ EXH. No. D-7
Marked for ID ____________
Rec'd in Evidence ____________
Page 12

EX. E-7 - In evidence at trial.

E-1369

NABCOR, INC.

[illegible] York Road

November 15, 1967

DEFENDANT'S [illegible] No. E-7
Marked for ID ✓
Rec'd in Evidence ✓
Page ____

PFF.
DEFT (STR[illegible])
EX # 8
[illegible] FOR ID.
DATE 10/11/75 [illegible]
Bar Ass'n Reporting Service

Multi-Make Auto Sales
1303 Union Road
West Seneca, New York

Dear Mr. Bolling;

This is in reference to the four orders you sent on November 14, 1967. The orders were as follows:

1968 Chevrolet Corvette
Mr. Joseph A. Schmitt, Jr. - Deposit $300

1968 Chevrolet Belair
Mr. Edward J. Vosseler - Deposit $100

1968 Chevrolet Impala
Bernadette B. Stachura - Deposit $100

1968 Chevrolet Corvette
Joseph V. Morawski - Deposit $300

Please remit deposits as stated above as soon as possible. The cars cannot be ordered until the deposits are received. Thank you.

Very truly yours,

NABCOR, INC.

Michele Barbash

Michele Barbash
Office Manager

[illegible]:

C.C.: Each File Jacket

Ex. F-7 - In evidence at trial.

DEFENDANT'S EXH. No. F-7
Marked for ID ✓
Rec'd in Evidence ✓
Page ___

Summary of Orders in PX 450

From Multi-Make to Nabcor

Date Rec'd	Consec. Order No. (PX 450)	Make	PX 450 Shows Delivered	DX Z Shows Delivered	Date Cancelled per PX 450	Customer Name
9/18/67	398	Cadillac	___	___	___	Santin
10/19/67	435	Pontiac	Yes	___	___	Casey
11/13/67	454	Chevrolet	___	___	11/17/67	Stachura
11/13/67	455	Corvette	___	___	11/17/67	Moraweski
11/13/67	456	Corvette	___	___	11/17/67	Schmitt
11/13/67	457	Chevrolet	Yes	Yes	___	Vosseler
11/20/67	458	Chevrolet	___	Yes	___	Chambers
11/29/67	469	Corvette	___	___	___	Schmitt

DEFENDANT EXH. No. M-7
Marked for ID
Rec'd in Evidence
Page

30232

BUSINESS OPPORTUNITIES-----FRANCHISE AVAILABLE

In your area, to sell and lease new automobiles. All makes and models. Under $6000- investment. Backed by a national company. Proven income potential $25,000--to--$40,000 annually. Exclusive territory still available. No facilities or auto background required. Company provides necessary material and training for a high profit brokerage. Will consider a limited number of part time brokers. Interviews will be held after a brief resume. Write box--------.

Ad for Newspapers

Ex. M-7 - In Evidence at trial.

E-1371

DEFENDANT EXH. No N-7
Marked for ID
Rec'd in Evidence
Page

30233

BUSINESS OPPORTUNITIES*************FRANCHISE AVAILABLE

Inyour area to sell and lease new automobiles. All makes and models. Backed by a national company. Proven income potential. Exclusive territory still available. No facilities or auto background required. Company provides necessary material and training for a high profit brokerage. Will consider a limited number of part time brokers. Interviews will be held after a brief resume. Write box---------------

Hornell -
Batavia -
Corning -

This ad to be used if no amount of money can be put into ad.

Ex. N-7 - In evidence at trial.

E-1372

Ex. O-7 - In evidence at trial.

Nov 13 Nov. 13

Jamestown - Chautauqua - 487-1111 Post Journal

Mon., Tue., Wed. Box 1438 (11.70)

13 14 15 (Check 113 Dec 9-1967)

Nov. 13

Batavia - Genesee 1-343-8000 no amt of money

Daily News

Mon. Tue., Wed. 30223 ✓ Box 547

13 14 15 Jackson St.

Send check $10.21 pd. (Paid by check 157) Batavia, N.Y. 1402

Nov. 13

Olean Cattaraugus - 372-3121 Olean Times Harold

Times Square

Mon. Tue. Wed. Box 883. Olean, N.Y. 1476

13 14 15

Send check $13.64 pd. (paid by check 158)

Nov. 13 1-593-5300 Wellsville Daily Reporter

Wellsville

Mon., Tue., Wed. Allegheny Box 792 ✓ Dec 9-1967 (9.01)

13 14 15 check no: 111

Nov. 13 no amt of money

Hornell Steuben 1-607-324-1425 Evening Tribune

✓ X (9.76)

Mon., Tue., (Wed. Box 940 check no 112) Dec 19

13 14 15

Arcade Nov. 13 1-492-1511 Tri Weekly Publications

Tue. only W. Wyoming ETS-345 ✓ (2.69)

5 papers (Nov. 4) (Check 114 Dec 19)

1-315 HA 2 0211 The Herald

Syracuse 1-422-[illegible] Herald Place

[illegible] Onondaga Syracuse [illegible]

Mon Tue Wed. 1-315-555-1212 Jan. 5 1968 [illegible]

(Check [illegible]) ([illegible])

DEFENDANT'S EXH. No. O-7

Marked for ID

Rec'd in Evidence

Page

Ex. P-7 - In evidence at trial.

E-1374

P-7

DEFENDANT'S EXH. No.
Marked for ID
Rec'd in Evidence
Page

[illegible] opp. Oct.

Niagara Falls 282-2311

Classified display. 410.08 a day

Sat - Sun - Mon. 302.00

Interviews will be held after receiving a big income per box no. 366

(wouldn't publish ad.)

Rochester Times Union

454-4200

(as amount of money)

Box 169 MG.

each day

Sun mon

41.60

Paid nov. 10 check no 160

Oct.

Corning Leader

Corning, N.Y.

607-936-4651

22 line

Leader Box 818

10.56

Mon.
Tue.
Wed.

Steuben

Paid Dec. 19 1967 check no. 189

BEST COPY AVAILABLE

Livingston County--- ! Ex. Q-7 - In evidence at trial. December 5, 1967 E-1375

Dansville ------ Genesee County Express-- 1-987-2272

Box--978--Wed.--Thur.

Ads [illegible] 1-4-67)

Ontario County-----

Canadaigua------Ontario County Times---1-315-394-6500

Box--28--Friday---three papers(one fee)

-4-67) will check all offices and mail request

Yates County-----

Penn Yan-----Chronical Express----1-315-536-4422

Chronical Express
Penn Yan, New Yor

Box--49P--Wednesday--Sent check (6.00) paid check no:189

-4-67) no answer [illegible]

Dec 5

Seneca County------

Geneva------Geneva Times--------1-315-789-3333 or 1-315-568-8492

Wednesday-Thursday-Friday

Box 12 (1-4-67) Mr. [illegible] no response
Mrs [illegible] no response

Dec 19 - (110)
25.30 paid

Geneva Times
218 Genesee St.
Geneva, N.Y.

Schulyer County------

Watkins Glen-----Watkins Express-----1-607-535-2500

Box 112G-------Sent check (4.25) Paid check no:190

1-4-67- Mrs. [illegible] - no response

Dec 5

Chemung County-------

Horseheads--------Chemung Valley Reporter--1-607-739-3001

Box--71-------Thursday------

Chemung Valley Report
209 South Main
Horsehead, New York

-4-67 - no one in office

DEFENDANT'S EXH. No. Q-
Marked for ID ________
Rec'd in Evidence ________
Page ______

Ex. R-7 = In evidence at trial.

E-1376

DEFENDANT'S EXH. No. R-7 ✓ 30230
Marked for ID ✓
Rec'd in Evidence
Page

Advertising

Called in: Jan. 8, 1968

Orleans County

Albion ads. 1-589-4455
albion advertiser
[illegible]

Box No: 224

Albion Advert
39 Platt St.
Albion, N.Y.
14013

runs: Thursday 1-11

Called in: Jan. 9, 1968

Wayne County

Newark 1-315-555-1212 operator

Courier-Gazette

1-315-331-1000

Box no: A

104 E. Mill
Newark, N.Y.

runs ~~[illegible]~~ 1/11/68

Wayne ~~Cayuga~~ County.

~~Weedsport~~ RED CREEK

THE HERALD

[illegible]

1-315-954-6227 - Box No: W

Called in: Jan. 9, 1968
run: 1/10/68 (5 papers)
Main St.
Red Creek, N.Y.

Called in: Jan. 9, 1968

~~Oswego County~~

~~Fulton~~

~~Oswego Valley News 1-315-592-6314~~

later this afternoon to late for this week

Lewis County

Lowville

Journal and Republican

1-315-376-3525

Box No:

Called in: Jan. 9, 1968
Run: Jan. 10, 1968
98-100 State S
Lowville, N.Y.

Oswego County $\begin{array}{r}71\\3\\\hline \$2.13\end{array}$ .03 a word Called in Jan. 9, 1968

run 1/18/68

Pulaski

Democrat 1-315-298-5176

The Pulaski D
7590 Jefferson

Ex. S-7 - In evidence at trial.

Defendant EXHIBIT D
EVIDENCE
D IDENT
at RPTR. 6/23/76 DATE
JACK W. HUNT C.S.R.
AND ASSOCIATES

top income producer. Will sell or divide. Write P. O. Box 571, Cooperstown, New York. 13326.

FIRST OFFERING
IN THIS AREA

National Brokerage Company will supply aggressive individual with every make and model new automobile to be sold or leased to the retail public. This is a new concept in auto merchandising, made possible by the Federal Supreme Court. No facility or auto background required as Company provides everything necessary for a high profit new car dealership. Less than $6000 which includes everything and is fully secured by supplies and contract will put you on the road to success with an immediate proven income potential of $25-$40,000 annually. Will consider a limited number of part time brokers. Interviews will be held in Buffalo Tuesday and Wednesday, July 11 and 12. Collect calls to arrange appointment will be accepted on Monday and Tuesday.

BILL NASH (215) PE5-5250

BROKERS WANTED for steel

Realty Franklinville 676-3663.

FIRST OFFERING
IN THIS AREA

National brokerage company will supply aggressive individual with every make and model new automobiles to be sold or leased to the retail public. This is a new concept in automotive merchandising, made possible by the Federal Supreme Court. No facility or auto background required as company provides everything necessary for high profit new car dealership. Less than $6000 which includes everything and is fully secured by supplies and contract will put you on the road to success with an immediate high proven annual income potential. Will consider a limited number of part time brokers. Interviews will be held in Buffalo on Tuesday and Wednesday, July 11 and 12. Collect calls to arrange appointment will be accepted on Monday and Tuesday.

Bill Nash (215) PE 5-5250

13 YEARS

USA 33a-476
(ED. 4-23-71)

EXHIBIT
U. S. DIST. COURT
S. D. OF N. Y.

ΔX S-7-15
Nov 15, 197

FPI-MI—9-24-75-50M-4417

E-1378

Ex. X-7 - In evidence at trial.

BROKER: TURCO AUTO SALES & LEA

CODE: 62

Date Order Received by Nabcor Per Order Log (PX 450)	Consec. Order No. (PX 450)
1/11/67	247
3/29/67	291
5/23/67	330
1/23/68	491
3/8/68	518
3/19/68	525
3/20/68	527
5/10/68	546
5/10/68	547
5/31/68	557
6/25/68	563
7/22/68	565
9/17/68	584
11/12/68	593
11/27/68	601
12/24/68	612
[illegible]/4/69	633
[illegible]/30/69	[illegible]

RCO AUTO SALES & LEASING (NABCOR E. N.Y.)

DEFENDANT'S EXH. No. X-7
Marked for ID ___________
Rec'd in Evidence ___________
Page ______

sub,

NON GM CARS

Consec. Order No. (PX 450)	Make of Car	Order Log Reflects No Order to Dealer	Order Log Reflects Delivery	Order Log Reflects Cancellation	Order Log Reflects No Disposition	Other Document Reflects Delivery	Franchised Dealer (from PX 450 unless otherwise indicated)
247	Ford				X		Woodbridge
291	Plymouth		X				Chrysler-Plymouth
330	Chrysler '67				X		Manhatten Chry-Ply.
491	Dodge '68		X				Manhatten Chrysler
518	Dodge '63		X				Chrysler Motors Corp
525	Ford '68		X				Woodbridge
527	Rambler '68		X				Al Wilson
546	Dodge '68		X				Chrysler Motors
547	Dodge '68				X		Chrysler Motors
557	Dodge '68		X				
563	Ford '68	X					
565	Dodge '68		X				Chrysler Motors
584	Plymouth '69				X		Chrysler Motors
593	Mercury '69		X				Dursi Fordham Lincoln Mercury
601	Ford'69		X				Empire
612	Dodge '69		X				Chrysler Motors
633	Dodge '69		X				Chrysler Motors
640	Mercury '69		X				Dursi Fordham Lincoln Mercury

E-1379

BROKER: TURCO AUTO (Page 2)

CODE: 62

GM CARS

Date Order Received by Nabcor Per Order Log (PX 450)	Consec. Order No. (PX 450)	Make of Car	Order Log Reflects No Order to Dealer	Order Log Reflects Delivery	Order Log Reflects Cancellation	Order Log Reflects No Disposition	Other Document Reflects Delivery	Franchised Dealer (from PX 450 unless otherwise indicated)
4/30/69	652	Ford '69		X				Empire
4/30/69	653	Ford '69		X				Empire
4/30/69	654	Dodge '69		X				Chrysler Motors
5/8/69	660	Mercury '69		X				Dorsi Fordham Lincoln Mercury
5/8/69	661	Rambler '69		X				Rambler Yonkers
5/9/69	663	Ford '69		X				Empire
5/9/69	664	Ford '69		X				Empire
5/15/69	669	Mercury '69		X				Dorsi
5/21/69	671	Dodge '69		X				Chrysler Motors
5/28/69	678	Chrysler '69		X				Chrysler Motors
5/28/69	679	Chrysler '69		X				Chrysler Motors
5/31/69	680	Chrysler '69		X				Chrysler Motors
6/9/69	685	Ford '69		X				Empire
6/30/69	688	Dodge		X				Chrysler Motors
7/1/69	689	Chrysler		X				Empire Ford
8/20/69	699	Ford '69		X				Empire
9/2/69	703	Ford '69				X		Empire
9/15/69	713	Ford '69		X				Empire

E-1380

DEALER: TURCO AUTO (Page 3)

CODE: 62

OM CARS

Date Order Received by Nabcor Per Order Log (PX 450)	Consec. Order No. (PX 450)	Make of Car	Order Log Reflects No Order to Dealer	Order Log Reflects Delivery	Order Log Reflects Cancellation	Order Log Reflects No Disposition	Other Document Reflects Delivery	Franchised Dealer (from PX 450 unless otherwise indicated)
9/20/69	717	Volks '70	X					
9/23/69	718	Dodge '70				X		
9/26/69	722	Dodge '70		X				Chrysler Motors
10/7/69	725	Mercury '70		X				Dorsi
10/9/69	729	Ford '70		X				Empire
10/13/69	734	Ford '70		X				Empire
10/13/69	735	Ford '70		X				Empire
10/20/69	741	Ford '70		X				Empire
10/23/69	746	Chryaler '70		X				Chrysler Motors
11/18/69	756	Plymouth '70		X				Chrysler Motors
11/26/69	762	Dodge '70		X				Chrysler Motors
12/8/69	765	Plymouth '70		X				
12/31/69	769	Plymouth '70		X				
3/4/70	796	Mercury '70		X				
3/4/70	798	Ford '70				X		
3/6/70	802	Ford '70				X		Empire
3/10/70	809	Dodge '70				X		
4/8/70	827	Plymouth '70		X				
5/1/70	852	Mercury '70		X				Morrison Lincoln

E-1381

BROKER: TURCO AUTO (Page 4)

CODE: 62

GM CARS

Date Order Received by Nabcor Per Order Log (PX 450)	Consec. Order No. (PX 450)	Make of Car	Order Log Reflects No Order to Dealer	Order Log Reflects Delivery	Order Log Reflects Cancellation	Order Log Reflects No Disposition	Other Document Reflects Delivery	Franchised Dealer (from PX 450 unless otherwise indicated)
5/1/70	866	Plymouth '70		X				
5/1/70	868	Dodge '70		X				Chrysler Motors
5/1/70	869	Dodge '70		X				Chrysler Motors
5/1/70	871	Plymouth '70		X				
5/1/70	874	Ford '70				X		Empire
6/1/70	875	Ford '70		X				
6/1/70	876	Plymouth		X				
6/1/70	877	Plymouth		X				
6/1/70	879	Ford		X				
			2	52		10		

E-1382

RE: TURCO AUTO SALES & LEASING (NABCOR E. N.Y.)

E. MODEL '62

DEFENDANT'S EXH. No. Y-7 sub
Marked for ID ____________
Rec'd in Evidence ____________
Page ______

GM CARS

Date Order Received by Dealer Per Order Log (PX 450)	Consec. Order No. (PX 450)	Make of Car	Order Log Reflects No Order to Dealer	Order Log Reflects Delivery	Order Log Reflects Cancellation	Order Log Reflects No Disposition	Other Document Reflects Delivery	Franchised Dealer (from PX 450 unle otherwise indicat
1/27/67	254	Pontiac '67				X		Ruckle
5/9/67	316	Chevrolet '67				X		A C Chevrolet
5/10/67	323	Chevrolet '67			X			A C Chevrolet
6/5/67	344	Pontiac '67				X		Chief
7/12/67	366	Pontiac '67			X			A C Chevrolet
9/15/67	396	Cadillac			X			Marty
9/22/67	402	Chevrolet		X				
10/4/67	412	Chevrolet '68		X				Rohrer
10/18/67	429	Chevrolet '68		X				Rohrer
10/30/67	442	Buick '68		X				Marty
10/31/67	444	Pontiac '68		X				Al Wilson
11/6/67	450	Pontiac '68		X				Al Wilson
11/21/67	461	Buick '68		X				Bell
12/6/67	473	Oldsmobile '68		X				Marty
12/19/67	475	Buick '68		X				Bano
1/3/68	495	Chevrolet '68			X			Rohrer

Ex. Y-7 - In evidence at trial.

E-1383

ROKER: TURCO AUTO SALES & LEASING (NABCO E. N.Y.) (Page 2)

ODE: 62

GM CARS

ate Order eceived by abcor Per rder Log PX 450)	Consec. Order No. (PX 450)	Make of Car	Order Log Reflects No Order to Dealer	Order Log Reflects Delivery	Order Log Reflects Cancellation	Order Log Reflects No Disposition	Other Document Reflects Delivery	Franchised Dealer (from PX 450 unless otherwise indicated)
/4/68	530	Pontiac'68		X				Al Wilson
/8/68	533	Pontiac		X				Al Wilson
/10/68	534	Pontiac		X				Al Wilson
/3/68	552	Pontiac	X					
/11/68	558	Pontiac		X				
0/9/68	587	Pontiac '69		X				Al Wilson
0/16/68	568	Buick '69		X				Bano
0/24/68	572	Chevrolet '69		X				Rohrer
0/30/68	578	Pontiac '69		X				Wilson
1/12/68	592	Pontiac '69		X				Wilson
2/17/68	606	Pontiac '69		X				Wilson
2/30/68	613	Chevrolet '69		X				Rohrer
/4/69	631	Buick '69		X				Bano
/4/69	634	Buick '69		X				Bano
/10/69	635	Chevrolet '69		X				Rohrer
/29/69	645	Buick '69		X				Foy
/30/69	646	Pontiac '70		X				Kline

BROKER: TURCO (Page 3)

CODE: 62

E-1384

GM CARS

Date Order Received by Nabcor Per Order Log (PX 450)	Consec. Order No. (PX 450)	Make of Car	Order Log Reflects No Order to Dealer	Order Log Reflects Delivery	Order Log Reflects Cancellation	Order Log Reflects No Disposition	Other Document Reflects Delivery	Franchised Dealer (from PX 450 unless otherwise indicated)
4/30/69	647	Chevrolet '69		X				Rohrer
4/30/69	648	Chevrolet '69		X				Rohrer
4/30/69	649	Chevrolet '69		X				Rohrer
4/30/69	651	Pontiac '69		X				Apuzzo
5/7/69	658	Chevrolet '69		X				Rohrer
5/7/69	659	Chevrolet '69		X				Rohrer
5/23/69	672	Chevrolet '69		X				Rohrer
5/23/69	673	Buick '69		X				Foy Buick
6/2/69	681	Chevrolet '69		X				Rohrer
6/2/69	682	Buick '69		X				Foy
6/4/69	683	Buick '69		X				Foy
6/9/69	686	Pontiac '69		X				Apuzzo
6/13/69	687	Chevrolet '69		X				Rohrer
7/3/69	691	Cadillac '69		X				Marty
7/3/69	692	Chevrolet '69		X				Rohrer
7/25/69	696	Buick '70		X				Foy
8/4/69	698	Cadillac '69		X				
9/11/69	709	Chevrolet '70		X				Rohrer
[illegible]	710	Buick '70		X				Foy

BROKER: E-1385 TURCO (Page 4

CODE: 62

GM CARS

Date Order Received by Nabcor Per Order Log (PX 450)	Consec. Order No. (PX 450)	Make of Car	Order Log Reflects No Order to Dealer	Order Log Reflects Delivery	Order Log Reflects Cancellation	Order Log Reflects No Disposition	Other Document Reflects Delivery	Franchised Dealer (from PX 450 unless otherwise indicated)
9/19/69	715	Oldsmobile '70	X					
9/19/69	716	Oldsmobile '70	X					
9/26/69	719	Chevrolet '70				X		Rohrer
10/7/69	726	Pontiac '70		X				Apuzzo
10/9/69	727	Oldsomobile'70		X				Marty
10/9/69	728	Oldsomobile '70				X		Marty
10/9/69	730	Buick '70		X				Bano
10/13/69	732	Pontiac '70		X				Kline
10/13/69	733	Chevrolet '70		X				Rohrer
10/17/69	737	Pontiac '70		X				Kline
10/17/69	739	Chevrolet '70		X				Rohrer
11/3/69	754	Chevrolet '70		X				Rohrer
11/18/69	755	Buick '70		X				Bano
12/5/69	764	Pontiac '70		X				Kline
1/22/70	772	Chevrolet '70		X				Rohrer
1/22/70	774	Buick '70		X				Bano
2/16/70	782	Chevrolet '70		X				Rohrer

E-1386

BROKER: TURCO (Page 5)

CODE: 62

GM CARS

Date Order Received by Nabcor Per Order Log (PX 450)	Consec. Order No. (PX 450)	Make of Car	Order Log Reflects No Order to Dealer	Order Log Reflects Delivery	Order Log Reflects Cancellation	Order Log Reflects No Disposition	Other Document Reflects Delivery	Franchised Dealer (from PX 450 unless otherwise indicated)
2/23/70	788	Chevrolet '70		X				Rohrer
2/27/70	792	Buick '70				X		Bano
2/27/70	793	Buick '70		X				Bano
3/2/70	794	Chevrolet '70		X				Rohrer
3/4/70	797	Buick '70		X				
3/4/70	799	Opel '70		X				
3/4/70	800	Buick '70		X				
3/6/70	801	Chevrolet '70		X				Rohrer
3/10/70	808	Chevrolet '70		X				
3/11/70	812	Chevrolet '70		X				Rohrer
5/1/70	843	Buick '70		X				Bano
5/1/70	844	Buick '70		X				Bano
5/1/70	863	Buick '70				X		Bano
6/1/70	878	Chevrolet '70		X				
6/1/70	881	Chevrolet '70		X				Rohrer
			3	70	4	7		

BROKER: YO[illegible] AUTO SALES, A.J. Young

GM CARS

CODE: 70 A3

Date Order Received by Nabcor Per Order Log (PX 450)	Consec. Order No. (PX 450)	Make of Car	Order Log Reflects No Order to Dealer	Order Log Reflects Delivery	Order Log Reflects Cancellation	Order Log Reflects No Disposition	Other Document Reflects Delivery.	Franchised Dealer (from PX 450 unl otherwise indicat
10/20/70	886/887	Pontiac '71					X	Kline
11/16/70	893	Cadillac				X		Platcher Serubo
						1	1	

Ex. Z-7 - In evidence at trial.

DEFENDANT'S EXH. No. Z-7
Marked for ID
Rec'd in Evidence
Page

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Ex. G-8 - In evidence at trial.

E-1

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NABCOR, INCORPORATED
101 BENSON MANOR PHONE: 885--2075
JENKINTOWN, PA. 19046

E-1389

No.

DATE 11/30/67 19

RECEIVED OF Multi Make Auto Sales

One hundred DOLLARS $ 100.00

[illegible] Deposit on 1965 Chev Bel Air

Edward J. Dow... — #135-6 SAP 10167

NABCOR, INCORPORATED

BY MB

FORM No. 1001

NABCOR, INCORPORATED
101 BENSON MANOR PHONE: 885--2075
JENKINTOWN, PA. 19046

No.

DATE 1/24/67 19

RECEIVED OF Multi - Make

Three hundred DOLLARS $ 300

Dep on 1965 Corvette Conv for Mr. Schmitt

#125-8 - SAP 10667

NABCOR, INCORPORATED

BY MB

FORM No. 1001

E-1390

BROKER: TURCO AUTO SALES & LEASING (NABCOR E. N.Y.) ORDERS PRIOR TO DECEMBER 10, 1966 GM CARS

CODE: 62

Date Order Received by Nabcor Per Order Log (PX 450)	Consec. Order No. (PX 450)	Make of Car	Order Log Reflects No Order to Dealer	Order Log Reflects Delivery	Order Log Reflects Cancellation	Order Log Reflects No Disposition	Other Document Reflects Delivery	Franchised Dealer (from PX 450 unless otherwise indicated)
7/15/66	98	Chevrolet '66			X			
7/15/66	97	Buick '66			X			
7/27/66	96	Pontiac '66		X				Ruckle
7/27/66	95	Pontiac '66			X			Elion
11/18/66	194				X			Kutner

DEFENDANT'S EXH. No. 0-8 subj
Marked for ID
Rec'd in Evidence
Page 1

Ex. 0-8 - In evidence at trial.

E-1391

BROKER: TURCO AUTO SALES & LEASING (NABCOR E. N.Y.)

CODE: 62

NON-GM CARS

Date Order Received by Nabcor Per Order Log (PK 450)	Consec. Order No. (PX 450)	Make of Car	Order Log Reflects No Order to Dealer	Order Log Reflects Delivery	Order Log Reflects Cancellation	Order Log Reflects No Disposition	Other Document Reflects Delivery	Franchised Dealer (from PX 450 unless otherwise indicated)
7/11/66	99	Chrysler		X				Central Ave.
11/7/66	183	Plymouth			X			H.B. Robinson

DEFENDANT'S EXH. No. 0-8
Marked for ID ________
Rec'd in Evidence ________
Page ✓

Ex. P-8 - In evidence at trial.

E-1392

Signed

Just South of Broadway
Telephone 683-6800

5111 Transit Road
Depew, N. Y. 14043

Day

Time

PURCHASER GENERAL AUTO SALES & LEASING INC DATE 12-16 1968
ADDRESS 5297 BROADWAY
CITY LANC. NY PHONE NO. 684-2100

ORDERED UNIT
NO.

STOCK UNIT
NO. 91292

Please enter my order for one 1969 NEW ☒ USED ☐ CAR ☒ TRUCK ☐
MAKE CHEVELLE MODEL 5/41 13136 COLOR CHAMPAGNE TRIM SADDLE
SERIAL No. MOTOR ☐ 8 Cyls. HP ☒ 6 Cyls. HP

COMPLETE IF USED CAR IS TRADED IN

YEAR: MAKE: CYL:
ENGINE NO: NO MODEL:
COLOR: TRANS:

USED CAR ALLOWANCE	$	
* BALANCE OWED ON CAR		
NET ALLOWANCE		
CASH WITH ORDER		
TOTAL CREDIT (Transfer to Right Column)*	$	

*CHATTEL ON CAR WITH
CO.
VERIFIED - DATE PERSON

FINANCE

AMOUNT $ COMPANY
TIME CALLED: APPROVED:
REMARKS:

TERMS

IN MONTHLY PAYMENTS OF $ EACH
AND MONTHLY PAYMENTS OF $ EACH
FIRST PAYMENT DUE Month Day Year

COLLISION INSURANCE.

$50 Ded ☐ $100 Ded ☐

No. Months Cost $

LABEL PRICE INCLUDES ENGINE COST	$2693	00
FREIGHT	51	25
TRANSMISSION P/GLGIDE	163	70
T/GLASS	36	90
H/RESTS	16	90
FLOOR MATTS	11	60
HD SUSPENSION	16	90
POWER DISC BRAKES	64	25
ENGINE BLOCK HEATER	10	55
155 H.P. 250 ENGINE	26	35
POWER STEERING	100	10
H.D. BATTERY	8	45
P.B. RADIO	61	10
	3261	25
DISCOUNT	496	17
SUB-TOTAL	$2764	88
ERIE COUNTY SALES TAX TAX # 22533987		
LICENSE, LIC. TRANS. TITLE, REG FEE		
TOTAL OF ABOVE ITEMS	$2764	88
* (Transferred from Left Column) TOTAL CREDIT	$	
BALANCE DUE ON DELIVERY In Event of Cash Sale	$	
BALANCE OF DOWN PAYMENT In Event of Time Sale		
BALANCE TO BE FINANCED	$	

I HAVE READ THE MATERIAL ON THE BACK HEREOF AND AGREE TO IT AS PART OF THIS ORDER, THE SAME AS IF IT WERE PRINTED ABOVE MY SIGNATURE. THE FRONT AND BACK HEREOF COMPRISE THE ENTIRE AGREEMENT AFFECTING THIS ORDER AND NO OTHER AGREEMENT OR UNDERSTANDING OF ANY NATURE CONCERNING SAME HAS BEEN MADE AND ENTERED INTO. I HEREBY CERTIFY THAT I AM 21 YEARS OF AGE OR OLDER AND ACKNOWLEDGE RECEIPT OF A COPY OF THIS ORDER. THIS ORDER IS NOT BINDING UNTIL ACCEPTED BY DEALER.

CHECK IN CAR TRADE

USA 33s-475
(-D. 4-25-71)

DEFT'S
EXHIBIT
U. S. DIST. COURT
S. D. OF N. Y.
P-8-
Nov 16, 197[illegible]

INSURANCE CARRIER
CO. Policy No.

SALESMAN:
DEALER ACCEPTANCE:

ENT AND FUTURE GOVERNMENT REGULATIONS

BOB BAIN CHEVROLET, Inc.
5111 Transit Road 683-6800
DEPEW, NEW YORK 14043

Cerneral Auto Sales & Leasing
5247 Broadway
Lancaster, New York

SOLD TO
ADDRESS

#3858

MAKE	MODEL	NEW OR USED	SERIAL NO.	ENGINE NO.
Chevrolet	13136	new	131369B32	053

SALESMAN [illegible] KEY NOS. [illegible]2/1815

INSURANCE COVERAGE INCLUDES

FIRE & THEFT ☐ ☐ PUBLIC LIABILITY - AMT.
COLLISION - AMT. DEDUCTIBLE ☐ ☐ PROPERTY DAMAGE - AMT.

OPTIONAL EQUIPMENT AND ACCESSORIES

GROUP	DESCRIPTION	PRICE
	freight	
	powerglide trans.	
	tinted glass	
	head rest	
	floor mats	
	heavy duty suspension	
	power disc brakes	
	~~/////////~~ engine block heater	
	155 HP 250 engine	
	power steering	
	heavy duty battery	
	push button radio	

USED CAR TRADED

YEAR	MAKE	MODEL	SERIAL NO.	ENGINE NO.
		no trade		

BODY

DATE	INVOICE NO.	STOCK NO.	
12-16-68	№ 3653	30392	I

(10 | 12 | 20

CAR SALES — SOURCE

PRICE OF CAR

DESCRIPTION	COST	KEY	ACC'T NO.	SALE	KEY
NEW CAR-REGULAR		C			−
CHEVELLE		C	4[illegible]	3461 05	−
CHEVY II		C	402		−
CORVAIR		C	403		−
CAMARO		C	404		−
NEW TRUCKS-CC.		C	420		−
L. DUTY		C	421		−
MED. DUTY		C	422		−
HEAVY DUTY		C	423		−
USED CAR-RETAIL		C	430		−
WHLSE.		C	433		−
USED TRUCK-RETAIL		C	435		−
WHLSE.		C	438		−
UNDERCOAT		C			−
DISCOUNT		C		496 17	− ⊞
		C			−

CAR DEAL NO.	3858	I			
SALES TAX #72333987			324	exempt	−
LICENSE AND TITLE			308		−
TOTAL CASH PRICE				27[illegible]	
[redacted]					−
[redacted]					

SETTLEMENT

TOTAL TIME PRICE			
DEPOSIT	221		+
CASH ON DELIVERY [illegible]	221	276[illegible]	+
			+
USED CAR ALLOWANCE			
PAYMENTS MONTHS DOLLARS 0 PER MONTH			
TOTAL		27[illegible]	
PAY OFF BAL. OWING FINANCE CO.	205		−
FINANCE CONTRACT	205		+
DISCOUNTS			+
			+
			+
			+
			+
USED CAR RECONDITIONING	631		−
USED CARS COST OF SALES-RETAIL	620		−
VALUE OF TRADE STOCK NO. I	240		+

DX S-8

Corrected

Analysis of Nabcor GM Transactions

N.B. Includes order log entries for period July 2, 1966 through December 10, 1970 and delivered automobiles which cannot be tied to specific order log entries which were delivered on or before March 10, 1971. Order log entries not indicating identity of dealer not included.

Make	Total Orders to 12/10/70	Orders Marked Cancelled	Log Shows Delivery Serial #	No Serial #	Log No Disposition	Other Deliveries	Total Deliveries Min.	Max.
Cadillac	65*	44*	8	0	13	5	13	13
Buick	98	8	66 ~~65~~	15 ~~16~~	9	14 ~~20~~	80 ~~85~~	95 ~~101~~
Oldsmobile	36	2	20	3	11	8	28	31
Pontiac	176	8	122	20	26	40	162	182
Chevrolet	178	19	113	28	18	41 ~~45~~	154 ~~158~~	182 ~~186~~
TOTALS	553*	81*	~~328~~ 329	~~67~~ 66	77	~~118~~ 108	~~446~~ 437	~~513~~ 503

* Includes 43 order log entries for Colonial Cadillac

Ex. S-8 - In evidence at trial.

E-1395

DX T-8

Ex. T-8 - In evidence at trial.

SUMMARY OF ORDERS RECEIVED BY NABCOR AS PER PX 450 FOR PERIOD DECEMBER 11, 1966 through DECEMBER 10, 1970

E-1397

SUMMARY OF BROKER ACTIVITY

Brokers for which PX 450 Reflects No Orders	78
Brokers for which PX 450 Reflects 1-10 Orders	54
Brokers for which PX 450 Reflects 11-20 Orders	6
Brokers for which PX 450 Reflects 21-50 Orders	4
Brokers for which PX 450 Reflects 51-100 Orders	2
Brokers for which PX 450 Reflects 101 or More Orders	1
TOTAL BROKERS WITH FRANCHISE AGREEMENTS PRIOR TO DECEMBER 10, 1970 PER DX X-5	145
TOTAL ORDERS REFLECTED	677
Average Number of Orders Received Per Broker for Period December 11, 1966 through December 10, 1970	4.7

SUMMARY OF ORDERS RECEIVED BY NABCOR

Broker Name (Same Order as DX X-5	GM					NON-GM					TOTAL
	Orders In Log	Order Log Reflects No Order to Dealer	Order Log Reflects Delivery	Order Log Reflects Cancella-tion	Order Log Reflects No Dispo-sition	Orders In Log	Order Log Reflects No Order to Dealer	Order Log Reflects Delivery	Order Log Reflects Cancella-tion	Order Log Reflects No Dispo-sition	Orders In Log
Alice Laurent	0	0	0	0	0	0	0	0	0	0	0
Joe Benty	0	0	0	0	0	0	0	0	0	0	0
David Soloff Soloff Auto Sales & Leasing	0	0	0	0	0	0	0	0	0	0	0
Alan J. Dennison	0	0	0	0	0	0	0	0	0	0	0
Philip Sterk	0	0	0	0	0	0	0	0	0	0	0
Rudolph A. Dubey Automation Inc.	0	0	0	0	0	0	0	0	0	0	0
James Vandermark Eastern Automotive Exchange	4	0	3	1	0	0	0	0	0	0	4
Joseph Rizzuto Z Motors Inc.	0	0	0	0	0	0	0	0	0	0	0
Andrew J. Eardley	0	0	0	0	0	0	0	0	0	0	0
Frank Jones Northeast Auto Brokers	0	0	0	0	0	0	0	0	0	0	0
Anthony Donofrio	0	0	0	0	0	0	0	0	0	0	0
L. Robert Tannenbaum Northwest Car Brokers	0	0	0	0	0	0	0	0	0	0	0
David Casse Inwood Discount Motors Inc.	0	0	0	0	0	0	0	0	0	0	0
James A. Hagg Robert M. S[illegible]ra Costal Auto Brokers	0	0	0	0	0	0	0	0	0	0	0
Frank A. Smith F.A. Smith Enterprises	0	0	0	0	0	0	0	0	0	0	0

E-1398

Broker Name (Same Order as DX X-5)	GM					NON-GM					TOTAL
	Orders In Log	Order Log Reflects No Order to Dealer	Order Log Reflects Delivery	Order Log Reflects Cancellation	Order Log Reflects No Disposition	Orders In Log	Order Log Reflects No Order to Dealer	Order Log Reflects Delivery	Order Log Reflects Cancellation	Order Log Reflects No Disposition	Orders In Log
Joseph V. Riccitelli J&E Auto Brokers	1	1	0	0	0	0	0	0	0	0	1
Rodney Bushmore Mayrice Mans Westover Ford	0	0	0	0	0	1	0	1	0	0	1
Edward Goldfeder Gold Feather Motors	5	1	3	0	1	4	0	4	0	0	9
Kenneth Koock Mike Reins New York Auto Brokers	5	0	2	2	1	1	0	1	0	0	6
James A. Hall John E. Hauser Colony Importers Ltd. Inc.	1	0	1	0	0	0	0	0	0	0	1
Robert J. Love, Jr. Love & Long Variety Motors	2	0	2	0	0	4	0	0	2	2	6
Hans C. Klimm	0	0	0	0	0	0	0	0	0	0	0
Louis H. Jamele Lou's Auto Mart	8	1	7	0	0	2	0	2	0	0	10
Joseph C. Ippolito Arctic Motors	[illegible]	0	0	0	0	0	0	0	0	0	0
Donald Wayne Woodis	8	2	6	0	0	1	0	1	0	0	9
Joseph Zeisweiss	0	0	0	0	0	0	0	0	0	0	0
Vernon Cameron M&H Motors Inc.	3	0	3	0	0	6	0	5	0	1	9
George Tedesco Augustine Motor Car Brokerage	24	1	13	7	3	4	0	2	1	1	28

E-1399

Broker Name (Same Order as DX X-5)	GM					NON-GM					TOTAL
	Orders In Log	Order Log Reflects No Order to Dealer	Order Log Reflects Delivery	Order Log Reflects Cancellation	Order Log Reflects No Disposition	Orders In Log	Order Log Reflects No Order to Dealer	Order Log Reflects Delivery	Order Log Reflects Cancellation	Order Log Reflects No Disposition	Orders In Log
Rolland and Le Vere Favre Favre's Service Station	0	0	0	0	0	0	0	0	0	0	0
Joseph J. Bono	1	0	1	0	0	0	0	0	0	0	1
Francis & Ronald O'Rourke Montclair Auto Brokers	4	0	3	0	1	0	0	0	0	0	4
Walter Schultz	80	5	59	1	15	7	0	5	0	2	87
Louis P. Young Louis E. Young Louis P. Young, Inc.	0	0	0	0	0	0	0	0	0	0	0
Neil Mazzer Fred Berger West Chester Auto Wholesalers	0	0	0	0	0	0	0	0	0	0	0
Victor Vanderzee Van's Auto Brokers	7	0	3	0	4	0	0	0	0	0	7
Harry S. McWhorter	0	0	0	0	0	0	0	0	0	0	0
John J. McGirr McGirr Auto Brokers	1	0	0	0	1	0	0	0	0	0	1
Henry H. Schwinge	25	1	16	0	8	8	1	6	1	0	33
Adam Ferraiolis Ferraiolis Esso	0	0	0	0	0	0	0	0	0	0	0
Michael G. Mcall Equitable Auto Brokers	3	0	3	0	0	0	0	0	0	0	3
Carmen Salemno Carmen's Nu-Car Center	0	0	0	0	0	0	0	0	0	0	0

E-1400

Broker Name (Same Order as DX X-5)	GM					NON-GM					TOTAL
	Orders In Log	Order Log Reflects No Order to Dealer	Order Log Reflects Delivery	Order Log Reflects Cancellation	Order Log Reflects No Disposition	Orders In Log	Order Log Reflects No Order to Dealer	Order Log Reflects Delivery	Order Log Reflects Cancellation	Order Log Reflects No Disposition	Orders In Log
John P. Kelly Midland Management Corp.	3	0	1	1	1	0	0	0	0	0	3
Jack T. Esher	0	0	0	0	0	0	0	0	0	0	0
Stanley Simpson S.M.C. Auto Sales	0	0	0	0	0	0	0	0	0	0	0
Walter R. Chulak	0	0	0	0	0	0	0	0	0	0	0
Robert L. Wetherbee	0	0	0	0	0	0	0	0	0	0	0
James H. Rumpp James H. Rumpp Auto Brokers	18	7	7	3	1	3	1	2	0	0	21
John Golum Pabon Auto Wholesalers	0	0	0	0	0	0	0	0	0	0	0
Thomas F. McKelvey	1	0	1	0	0	1	0	0	0	1	2
Charles W. Fletz C&G Auto Brokers	0	0	0	0	0	1	1	0	0	0	1
Chuck Cohen Tallman Motors Corp.	1	0	0	1	0	0	0	0	0	0	1
Joseph Rossi Rossi's Atlantic Station	0	0	0	0	0	0	0	0	0	0	0
Irwin A. Hibbs	0	0	0	0	0	0	0	0	0	0	0
Charles Cusari	0	0	0	0	0	2	0	1	0	1	2
Elmer L. Skinner Al Skinner Car Sales Inc.	9	0	5	3	1	7	0	5	2	0	16
John Grassia Majestic Auto Brokers	3	0	2	1	0	1	0	1	0	0	4

E-1401

	GM					NON-GM					TOTAL
oker Name ame Order DX X-5)	Orders In Log	Order Log Reflects No Order to Dealer	Order Log Reflects Delivery	Order Log Reflects Cancellation	Order Log Reflects No Disposition	Orders In Log	Order Log Reflects No Order to Dealer	Order Log Reflects Delivery	Order Log Reflects Cancel tion	Order Log Reflects No Disposition	Orders In Log
rry J. Goldberg	0	0	0	0	0	0	0	0	0	0	0
hn D. Quill ckland Auto Brokers	0	0	0	0	0	0	0	0	0	0	0
cholas J. D'Auria	0	0	0	0	0	0	0	0	0	0	0
n Campana tomobiles Unlimited	0	0	0	0	0	0	0	0	0	0	0
rank J. Crowne air Custom Motors	6	1	3	0	2	5	0	5	0	0	11
bert W. Perrygo w Car Sales	0	0	0	0	0	0	0	0	0	0	0
mes E. Beckley, Jr. ohn A. Meyers roup 7 Sunoco	2	1	1	0	0	0	0	0	0	0	2
rtie Kaufman A Auto Consultants, Ltd.	0	0	0	0	0	2	0	0	0	2	2
harles H. Runk, Jr. . Ferree Park Sq. Auto Sales Inc.	1	0	1	0	0	0	0	0	0	0	1
William B. DuVal	0	0	0	0	0	0	0	0	0	0	0
lfred J. Young, Sr. Young Auto Sales	2	0	0	0	1	0	0	0	0	0	2
Elias A. Robledo . Jersey Discount Auto Sales	11	2	8	0	1	8	1	4	0	3	19
Joseph W. Wisneiwski	0	0	0	0	0	0	0	0	0	0	0
John H. Buck u-Car Co.	1	1	0	0	0	4	2	1	0	1	5

BEST COPY AVAILABLE

	GM					NON-GM					TOTAL
Broker Name (Same Order as DX X-5)	Orders In Log	Order Log Reflects No Order to Dealer	Order Log Reflects Delivery	Order Log Reflects Cancellation	Order Log Reflects No Disposition	Orders In Log	Order Log Reflects No Order to Dealer	Order Log Reflects Delivery	Order Log Reflects Cancellation	Order Log Reflects No Disposition	Orders In Log
Warren Canfield, Jr. Ace Productions	0	0	0	0	0	1	1	0	0	0	1
Richard A. Nolte W.A. Nolte Inc.	0	0	0	0	0	0	0	0	0	0	0
Irvin H. Kotovsky	0	0	0	0	0	0	0	0	0	0	0
Donald A. Bolling Multi-Make Auto Sales	8	1	2	3	2	0	0	0	0	0	8
Richard L. Owens American Auto Broker & Leasing Inc.	1	0	1	0	0	0	0	0	0	0	1
Donald Wallence	7	2	4	0	1	0	0	0	0	0	7
Eugene Novy Auto Livery	2	0	2	0	0	0	0	0	0	0	2
Alfred John Lees	0	0	0	0	0	0	0	0	0	0	0
Ernest J. Turco Turco Auto Sales & Leasing (Nabcor E. N.Y.)	84	3	70	4	7	64	2	52	0	10	148
William A. Hetrick Paul D. Dietrick	0	0	0	0	0	0	0	0	0	0	0
Robert P. Meyer	0	0	0	0	0	0	0	0	0	0	0
Donald K. Kurtz David Rose Kurtz & Rose	1	0	0	0	1	1	0	0	0	1	2
Donald A. Bolling Dale Strimple Gary Kuhaneck General Auto Sales	1	0	1	0	0	0	0	0	0	0	1

E-1403

Broker Name (Same Order as DK X-5)	GM					NON-GM					TOTAL
	Orders In Log	Order Log Reflects No Order to Dealer	Order Log Reflects Delivery	Order Log Reflects Cancellation	Order Log Reflects No Disposition	Orders In Log	Order Log Reflects No Order to Dealer	Order Log Reflects Delivery	Order Log Reflects Cancellation	Order Log Reflects No Disposition	Orders In Log
Alfred H. Moore Al Moore Auto Consumer Svc.	2	0	2	0	0	0	0	0	0	0	2
Billy Bernard Britt (William) LaGrange Insurance Co.	0	0	0	0	0	0	0	0	0	0	0
Waymond Arnold Mills Custom Craft Auto Broker	0	0	0	0	0	0	0	0	0	0	0
Francis X. Reagan	0	0	0	0	0	0	0	0	0	0	0
George Contos	0	0	0	0	0	0	0	0	0	0	[illegible]
Richard A. Shackleton	0	0	0	0	0	0	0	0	0	0	0
Claude Flanagan Automobile Brokers Inc.	6	1	0	0	5	3	0	0	0	3	9
Bruce Swanson Swanson Auto Sales, Inc.	0	0	0	0	0	0	0	0	0	0	0
Arthur Lee	1	0	1	0	0	0	0	0	0	0	1
Joseph S. Sleeman	1	0	1	0	0	0	0	0	0	0	1
Peter J. Cucci John Dougal	0	0	0	0	0	0	0	0	0	0	0
James Bradwell	11	0	8	0	3	0	0	0	0	0	11
Jack N. Piper	1	0	1	0	0	0	0	0	0	0	1
Robert S. McLeod	0	0	0	0	0	0	0	0	0	0	0
Herbert A. Rly	0	0	0	0	0	0	0	0	0	0	0
Willard Thompson	0	0	0	0	0	0	0	0	0	0	0

E-1404

	GM					NON-GM					TOTAL
Broker Name (Same Order as PX X-5)	Orders In Log	Order Log Reflects No Order to Dealer	Order Log Reflects Delivery	Order Log Reflects Cancellation	Order Log Reflects No Disposition	Orders In Log	Order Log Reflects No Order to Dealer	Order Log Reflects Delivery	Order Log Reflects Cancellation	Order Log Reflects No Disposition	Orders In Log
Karl O. Arabuster	0	0	0	0	0	0	0	0	0	0	0
R.A. Mueller Paul T. Bath Nabcor of South Ohio Inc.	0	0	0	0	0	0	0	0	0	0	0
Robert F. Wuest Auto Warehouse	0	0	0	0	0	0	0	0	0	0	0
William Gregorio.	1	0	1	0	0	0	0	0	0	0	1
Warren Atchison	0	0	0	0	0	0	0	0	0	0	0
James C. Gwynn	0	0	0	0	0	1	0	0	0	1	1
Badis Bodiya	0	0	0	0	0	7	0	4	0	3	7
Ann Grace Pasquin Pasquin Motors Inc.	2	0	1	0	1	7	0	6	0	1	9
Francis H. Covello	0	0	0	0	0	0	0	0	0	0	0
Ronald H. Vermilyea	0	0	0	0	0	1	0	1	0	0	1
Edward Purdy	0	0	0	0	0	1	0	0	0	1	1
Robert B. Heim	0	0	0	0	0	0	0	0	0	0	0
Peter J. McElroy Nabcor for Northeastern Pa. Inc.	3	0	3	0	0	1	0	1	0	0	4
John P. Poth Penn Delaware Motors Inc.	1	0	1	0	0	2	0	2	0	0	3
James A. DeMaio Auto Enterprises Inc.	6	0	6	0	0	10	0	9	0	1	16

1

E-1405

Broker Name (Same Order as DX X-5)	GM					NON-GM					TOTAL
	Orders In Log	Order Log Reflects No Order to Dealer	Order Log Reflects Delivery	Order Log Reflects Cancellation	Order Log Reflects No Disposition	Orders In Log	Order Log Reflects No Order to Dealer	Order Log Reflects Delivery	Order Log Reflects Cancellation	Order Log Reflects No Disposition	Orders In Log
Nicholas J. Sipa Nabcor of Northern Chester City, Inc.	1	0	1	0	0	2	0	2	0	1	3
A.D. Wilson Nabcor-Delaware Auto Broker, Inc.	38	1	28	0	9	23	0	21	0	2	61
Peter J. Castellucci	0	0	0	0	0	1	0	0	0	1	1
Richard B. Mesirov	0	0	0	0	0	0	0	0	0	0	0
Gerald S. Gerson	0	0	0	0	0	0	0	0	0	0	0
Alfred X. Napoles Alexander Napoles Alf-Lex Auto Brokers	29	2	21	1	5	6	0	3	2	1	35
Robert N. Blackwood Blackwood Auto Agency Inc.	0	0	0	0	0	1	0	0	0	0	1
Rudy O. Eckardt Dorothy M. Eckardt Dore Enterprises	0	0	0	0	0	0	0	0	0	0	0
Canio Sileo James A. De Meo Fatsey J. Lombardi Nabcor of North Jersey	0	0	0	0	0	1	0	1	0	0	1
Jerry K. Ward Oakes M. Hayden Education Svc. Associates	0	0	0	0	0	0	0	0	0	0	0 31
Raymond J. Glines Cars Director of Nabcor East	1	0	0	0	1	2	0	2	0	0	3

E-1406

Broker Name (Same Order as DX Y-5)	GM					NON-GM					TOTAL
	Orders In Log	Order Log Reflects No Order to Dealer	Order Log Reflects Delivery	Order Log Reflects Cancellation	Order Log Reflects No Disposition	Orders In Log	Order Log Reflects No Order to Dealer	Order Log Reflects Delivery	Order Log Reflects Cancellation	Order Log Reflects No Disposition	Orders In Log
Alexander Park Park Auto Sales	3	0	0	0	3	0	0	0	0	0	3
Alfred F. Schiess	0	0	0	0	0	0	0	0	0	0	0
Wayne Linkes	0	0	0	0	0	0	0	0	0	0	0
Jay R. Acrus William J. Morrisey Arcos & Morrisey Esso	0	0	0	0	0	0	0	0	0	0	0
Albert Schroeder Bert's Arco	0	0	0	0	0	0	0	0	0	0	0
Hugh Lavery Lavery & Son	0	0	0	0	0	2	0	2	0	0	2
George & Robert Salb	0	0	0	0	0	0	0	0	0	0	0
Gustar Ibarguen	0	0	0	0	0	0	0	0	0	0	0
Don A. Bennett	0	0	0	0	0	0	0	0	0	0	0
Harold H. Flad	0	0	0	0	0	0	0	0	0	0	0
Joseph R. Bari	0	0	0	0	0	0	0	0	0	0	0
Roy M. Bacon	0	0	0	0	0	0	0	0	0	0	0
Earl Rodenberger	0	0	0	0	0	0	0	0	0	0	0
Gerald B. Hansford	0	0	0	0	0	0	0	0	0	0	0
Frank Musser	0	0	0	0	0	0	0	0	0	0	0
Carl H. LeFeber LeFever's Auto Sales & Svc.	0	0	0	0	0	0	0	0	0	0	0
Larry Cular	0	0	0	0	0	0	0	0	0	0	0

E-1407

Broker Name (Same Order as DX X-5	GM					NON-GM					TOTAL
	Orders In Log	Order Log Reflects No Order to Dealer	Order Log Reflects Delivery	Order Log Reflects Cancellation	Order Log Reflects No Disposition	Orders In Log	Order Log Reflects No Order to Dealer	Order Log Reflects Delivery	Order Log Reflects Cancellation	Order Log Reflects No Disposition	Orders In Log
Robert R. Barnett Robt. Barnetts Gulf Svc.	0	0	0	0	0	0	0	0	0	0	0
Pine Rock Service Center	0	0	0	0	0	2	0	1	1	0	2
MABCOR - Direct Sales	7	0	5	0	2	8	0	3	0	5	15

DX T-8 (SUPPLEMENT)

SUMMARY OF ORDERS RECEIVED BY
NABCOR AS PER PX 450 FROM
INCEPTION through DECEMBER 10, 1966

Ex. T-8 (supp.) - In evidence at trial.

E-1410

SUMMARY OF BROKER ACTIVITY

	December 11, 1966 through December 10, 1970	Inception of Log through December 10, 1970
Brokers for which PX 450 Reflects No Orders	78	68
Brokers for which PX 450 Reflects 1-10 Orders	54	58
Brokers for which PX 450 Reflects 11-20 Orders	6	11
Brokers for which PX 450 Reflects 21-50 Orders	4	5
Brokers for which PX 450 Reflects 51-100 Orders	2	1
Brokers for which PX 450 Reflects 101 or More Orders	1	2
TOTAL BROKERS WITH FRANCHISE AGREEMENTS PRIOR TO DECEMBER 10, 1970 PER DX X-5	145	145
TOTAL ORDERS REFLECTED	677	827
Average Number of Orders Received Per Broker for Period Indicated	4.7	5.7

SUMMARY OF ORDERS RECEIVED BY NABCOR FROM INCEPTION THROUGH DECEMBER 10, 1966

Broker Name	Orders In Log			Order Log Reflects No Order to Dealer			Order Log Reflects Delivery			Order Log Reflects Cancellation			Order Log Reflects No Disposition		
	GM	Other	Total	GM	Other	Total	GM	Other	Total	GM	Other	Total	GM	Other	Total
Joseph Rizzuto Z Motors Inc.	1	0	1	0	0	0	1	0	1	0	0	0	0	0	0
George Tedesco Augustine Motor Car Brokerage	9	0	9	0	0	0	2	0	2	7	0	7	0	0	0
Ernest J. Turco Turco Auto Sales & Leasing	5	2	7	2	0	2	1	2	3	2	0	2	0	0	0
Vernon Cameron M&H Motors Inc.	1	1	2	0	0	0	1	1	2	0	0	0	0	0	0
Frank Jones Northeast Auto Brokers	3	2	5	1	0	1	2	0	2	0	1	1	0	1	1
James Vandermark Eastern Automotive Exchange	3	2	5	0	0	0	2	0	2	1	2	3	0	0	0
L. Robert Tannenbaum Northwest Car Brokers	1	1	2	0	1	1	0	0	0	1	0	1	0	0	0
Frank A. Smith F.A. Smith Ent.	5	1	6	0	0	0	1	0	1	4	0	4	0	1	1

E-1412

SUMMARY OF ORDERS RECEIVED BY NABCOR FROM INCEPTION THROUGH DECEMBER 10, 1966

Broker Name	Orders In Log			Order Log Reflects No Order to Dealer			Order Log Reflects Delivery			Order Log Reflects Cancellation			Order Log Reflects No Disposition		
	GM	Other	Total	GM	Other	Total	GM	Other	Total	GM	Other	Total	GM	Other	Total
James A. Hagg Robert M. Selders Coastal Auto Brokers	12	5	17	0	2	2	4	0	4	5	3	8	3	0	3
Joseph V. Riccitelli J&E Auto Brokers	2	0	2	0	0	0	1	0	1	1	0	1	0	0	0
Rodney Rushmore Mayrice Mans Westover Ford	1	2	3	0	0	0	1	2	3	0	0	0	0	0	0
Stanley Simpson S.M.C. Auto Sales	19	4	23	2	0	2	3	1	4	14	3	17	0	0	0
Kenneth Koock Mike Reins New York Auto Brokers	5	0	5	0	0	0	1	0	1	4	0	4	0	0	0
Robert J. Love, Jr. Love & Long Variety Motors	2	1	3	0	0	0	1	1	2	1	0	1	0	0	0
James A. Hall John E. Hauser Colony Importers	1	1	2	0	0	0	1	1	2	0	0	0	0	0	0
Louis H. Jamele Lou's Auto Mart	6	0	6	0	0	0	3	0	3	3	0	3	0	0	0

E-1413

SUMMARY OF ORDERS RECEIVED BY NABCOR FROM INCEPTION THROUGH DECEMBER 10, 1966

Broker Name	Orders In Log			Order Log Reflects No Order to Dealer			Order Log Reflects Delivery			Order Log Reflects Cancellation			Order Log Reflects No Disposition		
	GM	Other	Total	GM	Other	Total	GM	Other	Total	GM	Other	Total	GM	Other	Total
John J. McGirr McGirr Auto Brokers	1	0	1	0	0	0	0	0	0	1	0	1	0	0	0
Edward Goldfeder Gold Feather Motors	8	0	8	1	0	1	1	0	1	5	0	5	1	0	1
Joseph C. Ippolito Arctic Motors	9	1	10	0	0	0	3	0	3	6	1	7	0	0	0
Rolland an Le Vere Favre Favre's Service Station	0	1	1	0	0	0	0	0	0	0	1	1	0	0	0
Francis & Ronald O'Rourke Montclair Auto Brokers	1	0	1	0	0	0	0	0	0	1	0	1	0	0	0
Walter Schultz	14	1	15	0	0	0	12	1	13	2	0	2	0	0	0
John H. Buck Nu-Car Co.	1	1	2	0	0	0	1	0	1	0	1	1	0	0	0
Victor Vanderzee Van's Auto Brokers	2	0	2	0	0	0	2	0	2	0	0	0	0	0	0
Carmen Salemno Carmen's Nu-Car Center	0	1	1	0	0	0	0	0	0	0	1	1	0	0	0

E-1414

SUMMARY OF ORDERS RECEIVED BY NABCOR FROM INCEPTION THROUGH DECEMBER 10, 1966

	Orders In Log			Order Log Reflects No Order to Dealer			Order Log Reflects Delivery			Order Log Reflects Cancellation			Order Log Reflects No Disposition		
Broker Name	GM	Other	Total	GM	Other	Total	GM	Other	Total	GM	Other	Total	GM	Other	Total
Elmer L. Skinner Al Skinner Car Sales	0	4	4	0	0	0	0	3	3	0	1	1	0	0	0
Walter R. Chulak	0	1	1	0	0	0	0	0	0	0	1	1	0	0	0
John P. Kelley Midland Management Corp.	2	0	2	0	0	0	0	0	0	1	0	1	1	0	1
NABCOR	1	0	1	0	0	0	0	0	0	1	0	1	0	0	0

E-1415

Ex. U-8 - In evidence at trial.

SCHEDULE OF ORDER LOG ENTRIES WITH NO INDICATION OF ORDER FROM FRANCHISED DEALER

ORDER NO.	ORDER RECEIVED	MAKE AND YEAR		BROKER CODE	DEPOSIT AMOUNT	DEPOSIT RECEIVED	DATE OF ORDER	SAPO NO.	DATE OF DELIVERY	DATE CANCELED	V.I.N.	REMARKS
0077	10/24/66	CHEV	1967	0836	100.00							
0080	8/31/66	CAD	1967	0642	300.00							Cancelled
0031	8/15/66	CHEV		0754	100.00							Cancelled
0083	8/ 4/66	VAL	1966	0726	100.00							Cancelled
0084	8/ 2/66	VW	1966	0725	100.00							Cancelled
0083	7/27/66	CAD	1967	0752	100.00							Cancelled
0097	7/15/66	BUICK	1966	0629	100.00							Cancelled
0098	7/15/66	CHEV	1966	0628	100.00							Cancelled
0100	7/ 2/66	FORD	1966	0683	100.00							Cancelled
0195	11/18/66	FORD	1966	0993								Cancelled
0240 ~~0204~~	1/16/67	CHEV. ~~CAD~~	1967	0821	100.00		1/16/67	10501A	12/ 2/66			
0255	2/ 3/67	PONT	1967	08921	100.00			10504A				Cancelled
0276	3/10/67	PONT	1967	08928	100.00			10516		3/10/66		Sapo crossed off
0314	5/ 5/67	CHEV	1967	59A19	100.00					7/20/67		
0346	6/ 8/67	FORD	1967	1041	500.00					8/ 3/67		
0347	5/25/67	PONT	1967	08934	100.00					7/ 6/67		

DEFENDANT'S EXH. No. U-8
Marked for ID ______
Rec'd in Evidence 11/29/76
Page 1

E-1416

ORDER NO.	ORDER RECEIVED	MAKE AND YEAR		BROKER CODE	DEPOSIT AMOUNT	DEPOSIT RECEIVED	DATE OF ORDER	SAPO NO.	DATE OF DELIVERY	DATE CANCELED	V.I.N.	REMARKS
0348	5/29/67	PONT	1967	08935	100.00					7/ 6/67		
0349	6/ 5/67	CHEV	1967	1151	100.00					7/11/67		
0351	6/ 8/67	CAD	1967	1088	100.00							
0352	6/ 5/67	CHEV	1967	0933	100.00							
0353	6/ 7/67	FORD	1967	0787	100.00					10/ 2/67		
0356	6/27/67	FORD	1967	0788	100.00							
0357	6/27/67	PONT	1967	0826	100.00					7/12/67		
0361	7/ 6/67	CHEV	1967	07611	100.00			10577				
0363	7/11/67	CHEV	1967	1037						7/11/67		
0364	7/11/67	BUICK	1967	1038	100.00					7/11/67		
0365	7/11/67	FORD	1967	1039						7/11/67		
0369	7/17/67	OLDS	1967	10311	100.00			10580				
0370	7/18/67	FORD	1967	6611	200.00			10581		8/ 7/67		
0372	8/ 1/67	CHEV	1967	6611	125.00							Cancelled
0375	8/28/67	CHEV	1968	1201	104.49			10597		10/ 2/67		
0384	8/18/67	CAD	1968	10312	500.00			10593		11/14/67		

DEFENDANT'S EXH. No.____
Marked for ID________
Rec'd in Evidence________
Page 2

E-1417

ORDER NO.	ORDER RECEIVED	MAKE AND YEAR		BROKER CODE	DEPOSIT AMOUNT	DEPOSIT RECEIVED	DATE OF ORDER	SAPO NO.	DATE OF DELIVERY	DATE CANCELED	V.I.N.	REMARKS
0386	8/24/67	CAD	1968	10313	500.00			10595		11/14/67		
0401	9/22/67	CHEV		08312	100.00			10611		10/ 7/67		
0431	10/18/67	JEEP	1968	1203	100.00			10636		10/30/67		
0451	11/ 7/67	OLDS	1968	10318	100.00			10651				
0526	3/19/68	CAD	1968	0539	707.90			10731				
0551	5/27/68	OLDS	1968	1277	100.00			10749				Deposit Receipt #C
0561	6/20/68	FORD	1968	1383	100.00			10755		7/ 1/68		
0563	6/25/68	PLY	1969	06248	100.00			10757		7/ 1/68		
0573	10/24/68	PONT	1969	N11	100.00		10/24/68	10790				
0574	10/24/68	PONT	1969	N12	100.00		10/24/68	10790				
0698	8/ 4/69	CAD	1969	06299								
0715	9/19/69	OLDS	1970	062106	100.00		9/19/69					Cancelled
0765	12/ 8/69	PLY	1970	062130								
0781	2/16/70	BUICK	1970	49AA8	100.00		2/16/70	10916				
0785	2/10/70	CORV	1970	49AA9	150.00			10915				

DEFENDANT'S EXH. No._____
Marked for ID ____________
Rec'd in Evidence___________
Page 3

E-1418

ORDER NO.	ORDER RECEIVED	MAKE AND YEAR		BROKER CODE	DEPOSIT AMOUNT	DEPOSIT RECEIVED	DATE OF ORDER	SAPO NO.	DATE OF DELIVERY	DATE CANCELED	V.I.N.	REMARKS
0875	6/ 1/70	FORD	1970	062161					6/ 1/70		E061H239745	
0877	6/ 1/70	PLY	1970	062163					6/ 8/70		193270W330537	
0879	6/ 1/70	FORD	1970	062165					6/ 8/70			
0901	1/28/71	CHRYS	1971	70A33	100.00			10305				
1001	2/ 1/71	MERC	1971	70A26	250.00		2/ 1/71	10271				
1002	2/ 1/71	OLDS	1971	70A27	300.00		2/ 1/71	10269				Cancelled
1003	2/ 1/71	PLY	1971		150.00		2/ 1/71	10270				
1004	2/ 3/71	FORD	1971	70A11	145.00		2/ 3/71	10273				
1005	2/ 3/71	CAD	1971	70A28	400.00		2/ 3/71	10274				
1007	2/ 4/71	OLDS	1971	07A41	182.00		2/ 4/71	10302				
1014	2/26/71	PLY	1971	062173				10309		5/ 3/71		
1041	4/ 7/71	RAM	1971	062186			4/ 7/71	10337				
1101	8/27/71	CAD	1972	072001	1000.00	8/17/71		10367				
1107	9/ 7/71	BUICK	1972	E67118								
1113	10/18/71	CAD	1972	70A72	500.00							
1113	9/24/71	LINC	1972	70A72	500.00							

DEFENDANT'S EXH. No._____
Marked for ID _____
Rec'd in Evidence _____
Page 4

USA 33s - 475
(ED. 4-23-71)

DEFENDANT

EXHIBIT
U. S. DIST. COURT
S. D. OF N. Y.

Δx Z-8-10
Nov 17, 1976

FPI-MI—4-6-74-30M-2001

Contract Jim [illegible] 50 251

E-1420

This agreement entered into this 1st day of November 1967 between General Auto Sales and Leasing Corp and Jim Pecora and or R and L Auto of 5247 Broadway Lancaster shall be as follows.

Jim Pecora and or R and L Auto agree to furnish and allow General Auto Sales and Leasing Corp to use all facilities of 5247 Broadway Lancaster rent free for one year ginning Nov 1-1967 and ending Nov 1-1968.

Jim Pecora agrees to operate and maintain said facilities and ~~to operate and~~ manage new and used Car Sales for General Auto Sales and Leasing Corp in a business like manner at above mentioned location.

General Auto Sales and Leasing Corp agree to share with Jim Pecora and or R and L Auto Corp fifty percent 50% of the ~~[illegible]~~ net profit arrived from the sale of new and used Cars from above location. All operating expenses for General Auto Corporation exclusively will be paid from Sales and Leasing Corp

the ~~Sale~~ Gross profit of sale of new and used

Jim [illegible] in no way obligate or [illegible]

[illegible] agreement

74-8545

E-1421

Multi Make Auto Sales

1303 ~~UNION RD. WEST SENECA, N.~~Y. 14224

envolves the profit or income that
General Auto Sales and Leasing Corp derives from its
Gabco Distributorship, overides or money obtained
on the sale of brokerage throut the state.
General Auto Sales and Leasing Corp reserves the the
right of final approval ~~ap any~~ or decision on all
deals envolving Gen General Auto Sales and Leasing Corp
General Auto hereby is given a one year option
beginning Nov 1 1968 to renew this agreement.

Signed

Donald A. Bailey
Dale K. Strangle
James Picard

Witness:

E-1422

Ex. A-9 - In evidence at trial.

CADILLAC

ANALYSIS OF NABCOR TRANSACTIONS

Model Year	Total Number of Orders in PX 450 from Inception to 12/10/70 **	Orders Marked Cancelled in PX 450	Orders in PX 450 for which Nabcor Records Reflect Delivery		Orders in PX 450 Reflecting No Disposition	Other Deliveries With No Order Reflected in PX 450 #	Total Vehicles Delivered	
			Serial # Listed	Serial # Not Listed			Min.	Max.
1966	0	0	0	0	0	1	1	1
1967	45***	44***	1	0	0	2	3	3
1968	3	0	0	0	3	2	2	2
1969	8	0	2	0	6	0	2	2
1970	5	0	5	0	0	0	5	5
1971	4	0	0	0	4	0*	0	0

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* Deliveries through 3/10/71 only.

** Only orders which reflect the identity of a franchised dealer are included.

*** 43 of these orders are to Colonial Cadillac.

Sheets marked with red asterisk correspond to this column.

A-9

E-1423

Ex. B-9 - In evidence at trial.

OLDSMOBILE

ANALYSIS OF NABCOR TRANSACTIONS

Model Year	Total Number of Orders in PX 450 from Inception to 12/10/70 *	Orders Marked Cancelled in PX 450	Orders in PX 450 for which Nabcor Records Reflect Delivery		Orders in PX 450 Reflecting No Disposition	Other Deliveries With No Order Reflected in PX 450 **	Total Vehicles Delivered	
			Serial # Listed	Serial # Not Listed			Min.	Max.
1967	10	2	2	2	4	6	8	10
1968	9	0	6	1	2	2	8	9
1969	8	0	4	0	4	0	4	4
1970	9	0	8	0	1	0	8	8

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* Only orders which reflect the identity of a franchised dealer are included.

** Sheets marked with red asterisk correspond to this column.

B-9

E-1424

CORRECTED

BUICK

ANALYSIS OF NABCOR TRANSACTIONS

Model Year	Total Number of Orders in PX 450 from Inception to 12/10/70 **	Orders Marked Cancelled in PX 450	Orders in PX 450 for which Nabcor Records Reflect Delivery		Orders in PX 450 Reflecting No Disposition	Other Deliveries With No Order Reflected in PX 450 #	Total Vehicles Delivered	
			Serial # Listed	Serial # Not Listed			Min.	Max.
1966	1	0	0	1	0	1	1	2
1967	32	8	10	13	1	11	21	34
1968	24	0	22	0	2	0	22	22
1969	18	0	17	0	1	0	17	17
1970	22	0	17	1	4	2	19	20
1971	1	0	0	0	1	0*	0	0

---

* Deliveries through 3/10/71 only.

** Only orders which reflect the identity of a franchised dealer are included.

Sheets marked with red asterisk correspond to this column.

Ex. C-9 - In evidence at trial.

C-9

E-1425

Ex. D-9 -In evidence at trial.

PONTIAC

ANALYSIS OF NABCOR TRANSACTIONS

Model Year	Total Number of Orders in PX 450 from Inception to 12/10/70*	Orders Marked Cancelled in PX 450	Orders in PX 450 for which Nabcor Records Reflect Delivery		Orders in PX 450 Reflecting No Disposition	Other Deliveries With No Order Reflected in PX 450 **	Total Vehicles Delivered	
			Serial # Listed	Serial # Not Listed			Min.	Max.
1966	3	2	0	1	0	4	4	5
1967	64	6	19	19	20	33	52	71
1968	48	0	45	0	3	0	45	45
1969	37	0	35	0	2	1	36	36
1970	24	0	23	0	1	2	25	25

---

* Only orders which reflect the identity of a franchised dealer are included.

** Sheets marked with red asterisk correspond to this column.

D-9

E-1426

CHEVROLET

ANALYSIS OF NABCOR TRANSACTIONS

Model Year	Total Number of Orders in PX 450 from Inception to 12/10/70 *	Orders Marked Cancelled in PX 450	Orders in PX 450 for which Nabcor Records Reflect Delivery		Orders in PX 450 Reflecting No Disposition	Other Deliveries With No Order Reflected in PX 450 **	Total Vehicles Delivered	
			Serial # Listed	Serial # Not Listed			Min.	Max.
1966	5	0	3	2	0	4	7	9
1967	55	12	~~[illegible]~~ 8	26	9	~~37~~ 33	~~45~~ 41	~~71~~ 67
1968	49	7	37	0	5	1	38	38
1969	32	0	30	0	2	0	30	30
1970	37	0	35	0	2	3	38	38

---

* Only orders which reflect the identity of a franchised dealer are included.

** Sheets marked with red asterisk correspond to this column

Ex. E-9 - In evidence at trial.

E-9

E-1427

Ex. F-9 - Not in evidence.

DEFENDANTS'
EXHIBIT F-9

T-18/2

Nabcor v. General Motors, 70 Civ. 5421A (TPG)

PLAINTIFFS' REVISED WITNESS LIST - 11/4/76

Plaintiffs

Frank Maiorana (self and Nabcor)
Anthony Maiorana (self and Nabcor)
Ernest M. Turco (Nabcor East)
Dale Stirple (self and General)
Alfred J. Young, Sr.
E. Louis Jamele (Tr.)
Ralph Ajello, Adm'r of e/o E. Louis Jamele

Nabcor Franchisees or Employees (former)

Herbert A. Bly (franchisee)
Donald A. Bolling (franchisee)
Frank J. Crowne (franchisee)
Peter J. Cucci (franchisee)
John Dougal (franchisee)
Robert B. Heim (franchisee)
Peter J. McElroy (franchisee)
Arthur S. Meisnere (franchisee)
William Nash (employee and franchisee)
Richard L. Owens (franchisee)
Alexander T. Park (franchisee)
Charlie Runk (franchisee)
John Snyder (employee)
Victor A. Vanderzee (franchisee)

GM, GM Officials - Employees

General Motors Corp. (def't)
Robert L. Berg
Albert E. Collier
Frederic G. Donner (def't)
Hubert B. DePuis
William H. Gordon
James M. Roche (def't)
John D. Rock

BEST COPY AVAILABLE

11/4/76 Nabcor witness list, page 2.

[illegible] Dealers and Officials or Employees (Past and/or Present)

Bano Buick by Clarence Ursomarso

Cerota Chevrolet-Oldsmobile by Moe Cerota

Colonial Cadillac
  1. Robert Murray
  2. Mildred Hartsough

Kemp Pontiac-Cadillac
  1. William Kemp
  2. Lawrence Kelleher

Marty Motors
  1. John Marty Martabano
  2. Frank Ripperger

Rohrer Chevrolet
  1. Hilda Madden
  2. William Lovell
  3. Comptroller Koch

Ruckle Pontiac
  1. Robert Dillon
  2. Earl Stewart
  3. Walter Grimm

Experts

1. Arnold Wonsever, United Auto Brokers Corp. (also non-expert)

2. Detroit Automotive Purchasing Services, Fidelity Bank Bldg., Cherry Hill NJ 08034
By Norman Goos, Vice President
3. Irving Purcell, CPA

4. Gitler & Gitler, Nabcor accountants

5. Dr. Lawrence J. White, Princeton Univ., Princeton, N.J.

6. Peter Bedrose Pashigian, Dept. of Economics, University of Chicago, Chicago, Ill.

7. Robert Crandall, Dept. of Economics, MIT, Cambridge, Mass.

8. Leonard Weiss, Dept. of Economics, Univ. of Wisconsin, Madison, Wisc.

[illegible] Detroit Automotive Services, Suite 400, Fidelity Bank Building, 800 No. Kings Highway
Cherry Hill, NJ 08034 (affiliated with No. 2 above) by William Philandino

Ex. G-9 - Not in evidence.

Buick

USA 434-475
(ED. 4-23-71)

DEFENDANT
EXHIBIT
U. S. DIST COURT
S. D. OF N. Y.

G-9 -10

FPI-MI—4-8-74-30M-2301

DEALER

DATE	UTNER	HARKEY	ANO	ELL/FOY
5/66				
6/66				
7/66				
8/66	1			
9/66				
10/66				
11/66	2			
12/66	4			
1/67	2			
2/67		1		
3/67	1	3		
4/67	2	3		
5/67				
6/67	3			
7/67				
8/67				
9/67				
10/67				
11/67			3	
12/67			1	4
1/68			4	1
2/68			1	2
3/68				
4/68			2	

Buick p.2

E-1430

DEALER DATE	KUTNEN	SHARKEY	BANO	BELL/FOY							
5/68			2								
6/68											
7/68				2							
8/68											
9/68											
10/68											
11/68											
12/68			2								
1/69			8								
2/69											
3/69				1							
4/69			1								
5/69			1								
6/69				3							
7/69				1							
8/69											
9/69											
10/69			1	1							
11/69			1	2							
12/69				1							
1/70			4								
2/70			1								
3/70			1								
4/70											

E-1431

7

DEALER DATE	KUTNER	SHARKEY	BANO	BELL/FOY							
5/70			2	3							
6/70				1							
7/70				1							
8/70											
9/70											
10/70											
11/70											
12/70											
1/71											
2/71											
3/71											
	15										

Ex. H-9 - Not in evidence.

OLDSMOBILE

DEALER DATE	KROUSE	H. ROSENSTOCK	AL'S COMM. OLDS	MARTY				Δ's	H-9			
5/66												
6/66												
7/66												
8/66												
9/66												
10/66												
11/66	2											
12/66	2											
1/67												
2/67												
3/67												
4/67		1										
5/67		1										
6/67												
7/67	1		1									
8/67												
9/67												
10/67												
11/67												
12/67			1									
1/68		1	2									
2/68		1	1									
3/68												
4/68			1									

Oldsmobile, p. 2 E-1433

DEALER / DATE	KROUSE	H. ROSENSTOCK	AL'S COMM. OLDS	MARTY							
5/68				1							
6/68											
7/68											
8/68											
9/68											
10/68											
11/68											
12/68											
1/69			1	1							
2/69											
3/69											
4/69											
5/69				1							
6/69				1							
7/69											
8/69											
9/69											
10/69											
11/69				2							
12/69											
1/70				1							
2/70				1							
3/70											
4/70											

E-1434

DEALER DATE	KROUSE	H. ROSENSTOCK	AL'S COMM. OLDS	MARTY							
5/70				4							
6/70											
7/70											
8/70											
9/70											
10/70											
11/70											
12/70											
1/71											
2/71											
3/71											

Ex. I-9 - Not in evidence.

PONTIAC

p. 1 E-1435

DS I-9

DEALER DATE	RUCKLE	BATES	AL WILSON	BLOCK	APUZZZ	KLINE						
5/66												
6/66	1											
7/66	1											
8/66	1											
9/66												
10/66												
11/66	10											
12/66	1											
1/67	9											
2/67	1											
3/67	1	5										
4/67		6										
5/67		4										
6/67		3	2									
7/67			2									
8/67				1								
9/67			6									
10/67			3									
11/67			11									
12/67			10									
1/68			4									
2/68			4									
3/68			2									
4/68			4									

DATE / DEALER	RUCKLE	BATES	AL WILSON	BLOCK	APUZZO	KLINE						
5/68			5									
6/68			2									
7/68			2									
8/68												
9/68			1									
10/68			13									
11/68			2									
12/68			4									
1/69			4									
2/69	1		4									
3/69												
4/69												
5/69				2								
6/69			1	1								
7/69												
8/69												
9/69												
10/69					[illegible]	4						
11/69					[illegible]	2						
12/69				[illegible]	2	4						
1/70					[illegible]	3						
2/70					[illegible]	1						
3/70					[illegible]	1						
4/70				[illegible]	1	1						

DEALER DATE	RUCKLE	BATES	AL WILSON	BLOCK	APUZZO	KLINE					
5/70						2					
6/70					1	2					
7/70					2	2					
8/70											
9/70											
10/70											
11/70											
12/70											
1/71											
2/71											
3/71											

Ex. J-9 - Not in evidence. CHEVROLET P. 1 E-1438

Δ - J-9

DEALER / DATE	LUBY	DEGNAN	PENSKE	NORTON	MATT SLAP	MIDTOWN	AC CHEV.	ROHRER	QUEEN CITY	CEROTA		
5/66												
6/66	1											
7/66		1										
8/66												
9/66			1	1								
10/66												
11/66	9											
12/66	2											
1/67					1	2						
2/67	2											
3/67					2							
4/67					4		1					
5/67					6		3					
6/67					2		5					
7/67					1		1					
8/67								1				
9/67												
10/67												
11/67					1			8				
12/67								5				
1/68								1				
2/68								5				
3/68								2				
4/68								4				

DEALER DATE	LUBY	DEGNAN	PENSKE	NORTON	MATT SLAP	MIDTOWN	AC CHEV.	ROHRER	QUEEN CITY	CEROTA	
5/68								3			
6/68					1			4			
7/68								2			
8/68								1			
9/68				1							
10/68								2			
11/68								3			
12/68								2			
1/69								3			
2/69								3			
3/69									2		
4/69									1		
5/69								2			
6/69								5			
7/69								5			
8/69											
9/69								1			
10/69								2			
11/69								3			
12/69								2			
1/70								2			
2/70								1		1	
3/70								3			
4/70								3			

DATE \ DEALER	LUBY	DEGNAN	PENSKE	NORTON	MATT SLAP	MIDTOWN	AC CHEV.	ROHRER	QUEEN CITY	CEROTA	
5/70								6			
6/70	2							4		1	
7/70	1							5			
8/70											
9/70											
10/70											
11/70											
12/70											
1/71											
2/71											
3/71											

Ex. K-9 - Not in evidence.

CADILLAC

DEALER DATE	WAYNE	MARTY	BURKE						Δs K-9			
5/66												
6/66												
7/66												
8/66												
9/66												
10/66												
11/66												
12/66												
1/67	1											
2/67												
3/67												
4/67												
5/67												
6/67												
7/67		2										
8/67												
9/67												
10/67												
11/67												
12/67												
1/68												
2/68												
3/68		1										
4/68		1										

DEALER DATE	WAYNE	MARTY	BURKE									
5/68												
6/68												
7/68												
8/68												
9/68												
10/68												
11/68												
12/68												
1/69												
2/69												
3/69												
4/69												
5/69			1									
6/69												
7/69		1										
8/69												
9/69												
10/69												
11/69												
12/69												
1/70												
2/70												
3/70			3									
4/70												

DEALER DATE	WAYNE	MARTY	BURKE								
5/70											
6/70			2								
7/70											
8/70											
9/70											
10/70											
11/70											
12/70											
1/71											
2/71											
3/71											

NOTE: ONE CADILLAC DELIVERED BY COLONIAL CADILLAC DURING 1966

Ex. Court Exhibit A - Not in evidence.

E-1444

PLAINTIFFS' DAMAGE CLAIMS

Plaintiffs' damage claims as related to

sel on November 6, 1976 by plaintiffs' counsel pu

direction of the Court.

USA 33s - 475
(ED. 4-28-71)

Court
EXHIBIT
U. S. DIST. COURT
S. D. OF N. Y.

A

Nov 8, 1976

FPI-MI—9-24-75-50M-4417

Damages Claimed by Nabcor

Capital contribution by Frank Maiorana	$ 27,000
Loss of income actually received from franchise sales net of selling expense during the period 1967-70	485,538
Loss of income from franchise sales, net of selling expense, which Nabcor would have had but for the alleged conspiracy in the years 1967-70	9,114,462
Loss of royalty income on cars which the brokers Nabcor actually franchised would have sold but for the alleged conspiracy -- 1967-70	4,000,917
Loss of royalty income on automobiles which brokers Nabcor would have franchised but for the alleged conspiracy would have sold -- 1967-70	20,000,000
Loss of gross profit on cars Nabcor itself would have sold -- 1967-70	178,920
Loss of proceeds received from public offering	240,000
Liability incurred by Nabcor -- Celina judgment ($150,000 plus interest)	300,000

PLAINTIFFS' DAMAGE CLAIMS

Plaintiffs' damage claims as related to defense counsel on November 6, 1976 by plaintiffs' counsel pursuant to the direction of the Court.

Damages Claimed by Nabcor

Capital contribution by Frank Maiorana	$ 27,000
Loss of income actually received from franchise sales net of selling expense during the period 1967-70	485,538
Loss of income from franchise sales, net of selling expense, which Nabcor would have had but for the alleged conspiracy in the years 1967-70	9,114,462
Loss of royalty income on cars which the brokers Nabcor actually franchised would have sold but for the alleged conspiracy -- 1967-70	4,000,917
Loss of royalty income on automobiles which brokers Nabcor would have franchised but for the alleged conspiracy would have sold -- 1967-70	20,000,000
Loss of gross profit on cars Nabcor itself would have sold -- 1967-70	178,920
Loss of proceeds received from public offering	240,000
Liability incurred by Nabcor -- Celina judgment ($150,000 plus interest)	300,000

Contingent liabilities of Nabcor to Nabcor franchisees for rescission and breach of contract -- liability not conceded	596,824
Total Damages claimed by Nabcor	$ 34,943,661

Individual Damage Claim of Frank Maiorana

21% of any recovery to Nabcor on the theory that Maiorana was forced to sell part of his interest in Nabcor by virtue of the alleged conspiracy	--
Compensation for excessive hours and low salary (plaintiffs claim he was paid $10,000 per year and should have gotten $75,000)	$ 260,000

Damage Claim of Anthony Maiorana

8-1/3% of any amount recovered by Nabcor	--
Excessive hours of low compensation ($40,000 proposed salary less $7,500 actual salary)	$ 130,000

Damage Claim of Alfred J. Young

Cost of franchise	$ 5,000
Additional capital	15,000
Loss of revenue on automobiles Young would have sold, but for, etc. -- 120 cars in 1967 and 200 per year in 1968-70 at a gross profit of $332.11 per unit	239,119
Compensation for being forced into bankruptcy	500,000
Total	$ 759,119

Damage Claim of Ralph Ajello, Adm'r of Estate of Jamele

Loss of franchise fee	$ 5,000
Loss of profit on automobile sales Jamele would have had but for the alleged conspiracy -- 200 cars per year at $332.11 per unit	265,688
Total	$ 270,688

Damage Claim of GAS&L

Net capital contribution	$ 14,000
Loss of royalty income on automobile sales which existing brokers would have made but for the alleged conspiracy	53,802
Loss of royalty income on automobile sales which brokers GASL would have franchised would have made but for the alleged conspiracy	1,665,300
Loss of profit on automobile sales GASL itself would have made but for the alleged conspiracy	259,322
Total	$ 1,992,424

Mr. Person did not provide any information on the damage claim for Nabcor of East New York.

DEFENDANT
EXHIBIT
U. S. DIST. COURT
S. D. OF N. Y.

D-1D

E 1449

NATIONAL TAX INSTITUTE

Tax and Financial Consultants

LAURENCE O. SPECTOR
DIRECTOR

1 EAST PENN SQ. • PHILA., PA. 19107 •
(215) LO 7-3350

7048-2

October 9, 1972

935-8646

Officers & Directors
National Auto Brokers Corporation
7848 Old York Road
Elkins Park, Pennsylvania 19117

Gentlemen:

We have examined the Pro Forma Financial Statements as of July 31, 1972. The statements have been prepared from the books and records of the company with such adjustments necessary to reflect the financial position at July 31, 1972.

Our examination was made in accordance with generally accepted auditing procedures except that there was no independent verification and confirmation. Since not all auditing procedures were applied, we cannot express an opinion. However based on our internal examination we feel that the figures contained herein accurately reflect the financial condition of National Auto Brokers Corporation.

We present herewith the exhibits and notes on the following pages which comprise this report.

Respectfully submitted,

Laurence Spector

Laurence Spector

LS/bc

National Auto Brokers Corporation

Index

7049

Exhibit "A"......................................Pro Forma Balance Sheet (Assets)

Exhibit "A" 1......................................Pro Forma Balance Sheet (Liabilities & Stockholders' Equity)

Exhibit "B"......................................Pro Forma Statement Of Income (Loss)

Exhibit "B" 1......................................Pro Forma Statement of Retained Earnings (Deficit)

Exhibit "C"......................................Notes to Pro Forma Balance Sheet

National Auto Brokers Corporation
Pro Forma Balance Sheet
July 31, 1972
(Unaudited)

7050

ASSETS

Current Assets		
Cash in banks and on hand	$ 19791.00	
Notes and accounts receivable	62694.00	
Mortgage receivable	48919.00	
Note receivable-CAPZ, Inc.	50000.00	
Prepaid expenses	15080.00	$ 196484.00
Land inventory - at cost	1640815.00	
- increase arising from appraisal (see contra)	3178385.00	4819200.00
Fixed Assets		
House and barn	14500.00	
Office furniture and fixtures	26195.00	
Company vehicles	5100.00	
Leasehold improvements	1600.00	
	47395.00	
Less: Accumulated depreciation	11142.00	36253.00
Excess Cost over Assets Acquired		706150.00
Other Assets		
Notes receivable-CAPZ, Inc.	100000.00	
Mortgage receivable	89081.00	
Investments	47703.00	
Unamortized incorporation costs	9792.00	
Escrow deposits	17819.00	
Sundry receivables	4680.00	269075.00
Total Assets		$6027162.00

E 1452

National Auto Brokers Corporation
Pro Forma Balance Sheet
July 31, 1972
(Unaudited)

7051

LIABILITIES and STOCKHOLDERS' EQUITY

Current Liabilities		
Notes Payable-Selina Mutual Insurance Co.	$ 50000.00	
Note payable-bank	25000.00	
Notes and accounts payable	113730.00	
Notes Payable-land acquisition -current portion	93000.00	
Mortgages payable-current portion	75000.00	
Accrued expenses and taxes payable	51994.00	$ 408724.00
Long Term Liabilities		
Notes payable-Selina Mutual Insurance Co.	100000.00	
Notes payable-land acquisition	1318500.00	
Mortgages payable	119844.00	
Debentures payable, subordinated, due to stockholders	100000.00	
Convertible debenture bonds payable	7000.00	
Loans payable-officers	16915.00	
Deferred federal income taxes	12000.00	1674259.00
Minority interest in subsidiary		11612.00
Stockholders' Equity		
Common stock, par value $.01 per share:		
Authorized 1500000 shares		
Issued 1071005 shares	10710.00	
Paid in surplus	1054081.00	
Capital surplus arising from re-evaluation of land (see contra)	3178285.00	
Retained earnings (deficit)	(310509.00)	3932567.00
Total Liabilities and Stockholders' Equity		$6027162.00

NATIONAL TAX INSTITUTE
TAX ACCOUNTANTS & AUDITORS

E 1453

7052

National Auto Brokers Corporation
Pro Forma Statement of Income (Loss)
For the six months ended July 31, 1972
(Unaudited)

Automobile sales	$ 32073.00
Franchise sales	18455.00
Land sales commission earned	165091.00
Total sales	215619.00
Cost of automobile sales	30574.00
Cost of franchise income	5788.00
Cost of land sales commissions	138995.00
Total cost of sales	175357.00
Gross profit on automobiles	1499.00
Gross profit on franchises	12667.00
Gross profit on land sales commissions	26096.00
Total gross profit	40262.00
Selling, general and administrative expenses	134904.00
	(94642.00)
Less: Minority interest share of (Loss)	8047.00
Operating (Loss) before extraordinary item	(86595.00)
Extraordinary item	
Litigation expenses of suit against automobile manufacturers, et al. and suit to rescind an acquisition	9390.00
Net (Loss)	$(95985.00)

Per share of common stock	
Operating (Loss) before extraordinary item	(.08)
Extraordinary item	(.01)
Net (Loss)	(.09)

Based on 1,071,005 shares outstanding as at July 31, 1972

Ex.

National Auto Brokers Corporation
Pro Forma Statement of Retained Earnings (Deficit)
For the six months ended July 31, 1972
(Unaudited)

Retained earnings (deficit) - Beginning of Period	$(214624.00)
Deduct Net (Loss)	(95985.00)
Retained earnings (deficit) - End of Period	$(310609.00)

Exhibit "C"

National Auto Brokers Corporation
Notes to Pro Forma Balance Sheet
July 31, 1972

7054

The accompanying financial statement is the consolidation of the statements of National Auto Brokers Corporation, North American Land Development Corporation, Pocono Futures, Inc. and Leisurelife Corporation of America as at July 31, 1972 but gives effect to an acquisition on August 9, 1972 as explained below. The consolidation was based on the subsidiary corporations.

Leisurelife Corporation of America:

162 shares (out of 162 share issued and oustanding) were acquired on August 9, 1972 for the issuance of 100,000 shares of National Auto Brokers Corporation valued at $1.375 per share, and $35,000.00 in subordinated debentures of National Auto Brokers Corporation.

DEFENDANT
EXHIBIT
U. S. DIST. COURT
S. D. OF N. Y.

F-11

E 1457

Guaranty Agreement

THE
FIDELITY
BANK

ROSEMONT, PA.

December 19, 1972
(Date)

In order to induce you, at your discretion, to grant loans or advances, discount evidences of indebtedness or other documents or otherwise extend financial accommodation to National Auto Brokers Corp. (herein called "Borrower"), the undersigned, intending to be legally bound, guarantee(s) absolutely the full and prompt payment to you of any and all obligations, indebtedness or liabilities of any kind of Borrower to you, howsoever created or incurred, whether now existing or hereafter arising, due or to become due, absolute or contingent, joint or several, direct or indirect, secured or unsecured (all of which are hereinafter called "such obligations"), together with all expenses of obtaining or endeavoring to obtain payment thereof, or enforcing this guaranty, including court costs and reasonable attorneys' fees. This guaranty shall be unlimited in amount, as provided above, unless a limitation on the liability of the undersigned is specified below prior to the execution of this Agreement.

The undersigned agree that, without notice to us and without releasing or affecting our liability under this guaranty to any extent, you may extend, renew, modify or waive any terms of, release, surrender, exchange, compromise or settle such obligations; may elect not to enforce your rights with respect to such obligations or any security held therefor; and may exchange, release or surrender any security. Notice of acceptance of this guaranty and of the incurring of such obligations or any default thereon, as well as demand, protest, presentment for acceptance or payment, or notice of dishonor for non-acceptance or non-payment, with respect to such obligations, are hereby waived.

In the event of Borrower's failure to perform and pay any of such obligations, you may, at your option, and without notice to us, exercise as to any security held, all rights of a secured creditor as afforded you under the laws by which this agreement is governed, and apply the proceeds of any sale or disposition, or any other funds in your hands whatsoever, in the satisfaction of any of such obligations (after deducting all costs, expenses and attorneys' fees incurred in the realization on, or protection of, such security) in such order as you may select, without obligation to marshal any such property in our favor (or in the payment of any one or more of such obligations) and without releasing us from our liability to pay any deficiency remaining unpaid after such application.

This guaranty shall be a continuing, absolute and unconditional guaranty and may be enforced by you without first making demand upon or proceeding against Borrower or others liable on any such obligation, and without first resorting to any security or other property or invoking other available rights or remedies, until this guaranty is revoked by notice, actually received, given to you by the undersigned in writing. Such notice of revocation shall not affect the guaranty as to any such obligation existing prior to your receipt of the notice or as to any obligations arising thereafter created pursuant to an enforceable commitment given Borrower by you prior to receipt of the notice; but as to such obligations, this guaranty shall remain in full force and effect.

All such obligations shall become immediately due and payable by the undersigned without demand or notice, in the event any of the following shall occur (unless you elect not to treat any or all of such obligations as immediately due and payable by us): (a) any default in the payment of principal or interest or in the performance by Borrower of any such obligations; (b) the death of, the filing of a petition under the Federal Bankruptcy Laws by or against, the making of any assignment for the benefit of creditors by, the application for a receiver for, the entry of any judgment against or issuance of any levy or any writ of attachment, execution or other process against the property of, or the becoming insolvent of, the undersigned or any of them or of the Borrower; (c) if the financial condition of the Borrower or of the undersigned so shall change as, in your judgment, to increase materially your risk hereunder as to such obligations or as to our performance hereunder.

As security for our obligations hereunder, the undersigned pledge to you and grant you a security interest in and a right of set-off against all monies, deposits or other property of any kind, without limitation, owned by us or in which we have a joint or contingent interest and which are in your possession for any reason whatsoever; and, in addition, the undersigned, jointly and severally, do hereby empower the Prothonotary or any attorney of any court of record within the United States or elsewhere to appear for the undersigned, or any of them, and *confess a judgment or judgments against the undersigned or any of them in your favor at any time* after the date hereof in the amount of the total liability of the undersigned hereunder as set forth in a sworn affidavit of your authorized officer certifying the exact total amount of such liability, with release of all errors and without stay of execution, and inquisition and extension upon any levy on real estate is hereby waived and condemnation agreed to and the exemption of all property from levy and sale on any execution thereon is waived, and no benefit of exemption shall be claimed under or by virtue of any exemption law now in force or which may be hereafter enacted. If a true copy of this instrument shall be filed in any such action, it shall not be necessary to file the original as a warrant of attorney and any statute or rule of Court to the contrary is hereby expressly waived.

This guaranty shall be binding upon the undersigned and their respective heirs, personal representatives, successors and assigns, and if executed by more than one party, it shall be the joint and several obligation of all such parties, shall not be revoked or impaired as to any by the death or dissolution of any such party, or by the release or revocation of any one of them, and shall inure to the benefit of you or your successors or assigns. No waiver of your rights hereunder, or any modification hereof, shall be effective unless in writing, signed by your authorized officer, and each waiver shall extend only to the specific instance involved and shall not impair your rights in any other respect at any other time.

Although referred to as guaranty, this instrument is intended to be a contract of Suretyship, upon which each of the undersigned intends to be legally bound. This agreement shall be governed by the laws of the Commonwealth of Pennsylvania.

(Not to be filled in unless guaranty is limited in amount)

The liability of the undersigned shall not exceed at any one time the aggregate principal amount of ________________ Dollars ($ 55,000.00), together with interest as may accrue thereon before or after maturity, and your expenses, as referred to above.

Signed, sealed and delivered by the undersigned the day and year set forth above.

WITNESS OR ATTEST:

Daniel J. Rowe

Anthony J. Maiorana (SEAL)

Jean H. Maiorana (SEAL)

________________ (SEAL)

1742-1 2522 3-72

E 1458

$ 37 Warminster, Pa. December 19 72 Loan No.

The undersigned promise(s) to pay to the order of THE FIDELITY BANK (hereinafter called "Bank") the sum of

Seventy Three Thousand Three Hundred Thirty Three dollars ------------------.37/100 DOLLARS,

payable (1) $ 1,222.21 on 25th day of January 19 73 (2) $ 1,222.21 on the 25th

day of each of the 58 succeeding months thereafter and (3) 1,222.98 on the 25th day of

December, 19 77; with interest discounted at the rate of 5 % per annum (~~[illegible]~~) ; and have deposited herewith:

as collateral security for the payment of this note and any other liability (as hereinafter defined) of the undersigned to Bank, which property together with all additions and substitutions hereafter pledged with Bank is called Collateral and is subject to the security interest of Bank and Bank may allow substitution or surrender of any such property either before or after payment of any liability hereunder to any party hereto. Bank may register such Collateral in the name of Bank or its nominee and is hereby authorized to rehypothecate any such Collateral at any time.

In the case of non-payment of any of said liabilities at maturity, whether by acceleration or expiration of time, Bank shall have the right to dispose of any or all of the property held by it or to which it is entitled as collateral security without any notice to the undersigned, with the right on the part of Bank to become the purchaser thereof as provided by law, free from any equity of redemption and from all other claims, and after making all deductions for expenses permitted by law, including attorney's fees, to apply the balance to pay this note and all other liabilities of the undersigned, returning the surplus, if any, to the undersigned but each signer shall remain liable for any deficiency together with legal interest thereon.

Bank is hereby given a security interest in all property of the undersigned now or hereafter in Bank's possession in any capacity whatsoever, including but not limited to any balance or share of any deposit, trust, or agency account, as security for the payment of this note and any other liabilities of the undersigned to Bank, which security interest shall be enforceable and subject to all the provisions of this note, as though property were specifically pledged hereunder and such property shall on default immediately become subject to set-off and may be appropriated and applied against any of said obligations without demand upon or notice to or further consent from the undersigned.

The undersigned agree that (a) if default is made in the payment when due of any of said liabilities, including but without being limited to any monthly installment payable hereunder; or (b) if any statement in the application of the undersigned for the loan evidenced hereby prove in the judgment of Bank to be untrue; or (c) if any of the undersigned shall die; or (d) if an application is made for the appointment of a Receiver, or any assignment for the benefit of creditors is made by, or a petition under any of the provisions of the National Bankruptcy Act is filed by or against, or there occurs any other act of insolvency (however expressed or indicated) by, or any legal or equitable proceedings are instituted against, or an attachment is issued or a judgment is entered against the undersigned, or (e) if the financial condition of the undersigned so shall change as, in the judgment of the Bank to materially increase its risk hereunder; then and in any such event all or any of said liabilities, including but without being limited to this note, shall become instantly due and payable, without demand or notice.

The undersigned hereby waive presentment, demand for payment, notice of dishonor, protest and notice of protest, and any or all other notices or demands in connection with this note. The liability of the undersigned hereunder shall be unconditional without regard to the liability of any other party and shall not be in any manner affected by any indulgence whatsoever granted or consented to by Bank, including but without being limited to any release of any party or release of any collateral, extension of time, renewal, waiver or other modification. Any failure of Bank to exercise any right hereunder shall not be construed as a waiver of the right to exercise the same or any other right at any time and from time to time thereafter.

If Bank in its discretion accepts payment of any defaulted installment which is more than fifteen days in arrears, the undersigned agree to pay as liquidated damages a [illegible] charge of five cents for each dollar of such defaulted installment, but not to exceed $5.00. The undersigned further agree to pay to Bank on demand such sums as are necessary to reimburse Bank for fees paid to a public officer for filing, recording or releasing any instrument, financial statement or lien, and the actual expenses including attorney's fees for legal process or proceedings to secure or collect any and all sums due hereunder.

The undersigned do hereby authorize and empower the Prothonotary or Clerk or any attorney of any Court of Record of Pennsylvania or elsewhere, to appear for and to confess judgment against any one or more or all of the undersigned at any time either before or after maturity for the full principal amount of this note with interest as stated herein, with or without declaration filed with costs of suit, release of errors, without stay of execution and with attorney's fee of fifteen (15%) per cent for collection added, and the undersigned and each of them waive the right of inquisition on any real estate that may be levied on to collect this note and do hereby voluntarily condemn the same and authorize the Prothonotary or Clerk to enter upon the fieri facias said voluntary condemnation, and agree that said real estate may be sold on a fieri facias, and hereby waive and release all relief from any and all appraisement, stay or exemption laws of any State, or of the United States, now in force or which hereafter may be passed.

The word "liability" as used herein shall include any and all debts and obligations of undersigned to Bank whether such be primary, secondary, direct, contingent, sole, joint, or several, due or to become due, or that have or may hereafter be contracted or incurred.

The obligation of every party who shall sign this note shall be joint and several, and any reference herein to the undersigned shall be deemed to refer and be applicable to each one separately as well as to all. Bank may surrender this note to any person paying the final installment hereunder, and may endorse or assign to such person or his order without recourse.

THIS NOTE IS PAYABLE AT THE CENTER CITY OFFICE OF THE FIDELITY BANK,
PHILADELPHIA, PENNSYLVANIA, OR AT ANY OTHER OFFICE

Frank V. Maiorana (SEAL)
Frank V. Maiorana

Linda Maiorana (SEAL)
Linda Maiorana

(SEAL)
Anthony B. Maiorana

(SEAL)
Jean H. Maiorana

1034-1 30M 9-71

6922

E 1459

Guaranty Agreement

THE
FIDELITY
BANK

ROSEMONT, PA.

6923

December 19, 1972
(Date)

In order to induce you, at your discretion, to grant loans or advances, discount evidences of indebtedness or other documents or otherwise extend financial accommodation to

National Auto Brokers Corp.

(herein called "Borrower"), the undersigned, intending to be legally bound, guarantee(s) absolutely the full and prompt payment to you of any and all obligations, indebtedness or liabilities of any kind of Borrower to you, howsoever created or incurred, whether now existing or hereafter arising, due or to become due, absolute or contingent, joint or several, direct or indirect, secured or unsecured (all of which are hereinafter called "such obligations"), together with all expenses of obtaining or endeavoring to obtain payment thereof, or enforcing this guaranty, including court costs and reasonable attorneys' fees. This guaranty shall be unlimited in amount, as provided above, unless a limitation on the liability of the undersigned is specified below prior to the execution of this Agreement.

The undersigned agree that, without notice to us and without releasing or affecting our liability under this guaranty to any extent, you may extend, renew, modify or waive any terms of, release, surrender, exchange, compromise or settle such obligations; may elect not to enforce your rights with respect to such obligations or any security held therefor; and may exchange, release or surrender any security. Notice of acceptance of this guaranty and of the incurring of such obligations or any default thereon, as well as demand, protest, presentment for acceptance or payment, or notice of dishonor for non-acceptance or non-payment, with respect to such obligations, are hereby waived.

In the event of Borrower's failure to perform and pay any of such obligations, you may, at your option, and without notice to us, exercise as to any security held, all rights of a secured creditor as afforded you under the laws by which this agreement is governed, and apply the proceeds of any sale or disposition, or any other funds in your hands whatsoever, in the satisfaction of any of such obligations (after deducting all costs, expenses and attorneys' fees incurred in the realization on, or protection of, such security) in such order as you may select, without obligation to marshal any such property in our favor (or in the payment of any one or more of such obligations) and without releasing us from our liability to pay any deficiency remaining unpaid after such application.

This guaranty shall be a continuing, absolute and unconditional guaranty and may be enforced by you without first making demand upon or proceeding against Borrower or others liable on any such obligation, and without first resorting to any security or other property or invoking other available rights or remedies, until this guaranty is revoked by notice, actually received, given to you by the undersigned in writing. Such notice of revocation shall not affect the guaranty as to any such obligation existing prior to your receipt of the notice or as to any obligations arising thereafter created pursuant to an enforceable commitment given Borrower by you prior to receipt of the notice; but as to such obligations, this guaranty shall remain in full force and effect.

All such obligations shall become immediately due and payable by the undersigned without demand or notice, in the event any of the following shall occur (unless you elect not to treat any or all of such obligations as immediately due and payable by us): (a) any default in the payment of principal or interest or in the performance by Borrower of any such obligations; (b) the death of, the filing of a petition under the Federal Bankruptcy Laws by or against, the making of any assignment for the benefit of creditors by, the application for a receiver for, the entry of any judgment against or issuance of any levy or any writ of attachment, execution or other process against the property of, or the becoming insolvent of, the undersigned or any of them or of the Borrower; (c) if the financial condition of the Borrower or of the undersigned so shall change as, in your judgment, to increase materially your risk hereunder as to such obligations or as to our performance hereunder.

As security for our obligations hereunder, the undersigned pledge to you and grant you a security interest in and a right of set-off against all monies, deposits or other property of any kind, without limitation, owned by us or in which we have a joint or contingent interest and which are in your possession for any reason whatsoever; and, in addition, the undersigned, jointly and severally, do hereby empower the Prothonotary or any attorney of any court of record within the United States or elsewhere to appear for the undersigned, or any of them, and *confess a judgment or judgments against the undersigned or any of them in your favor at any time* after the date hereof in the amount of the total liability of the undersigned hereunder as set forth in a sworn affidavit of your authorized officer certifying the exact total amount of such liability, with release of all errors and without stay of execution, and inquisition and extension upon any levy on real estate is hereby waived and condemnation agreed to and the exemption of all property from levy and sale on any execution thereon is waived, and no benefit of exemption shall be claimed under or by virtue of any exemption law now in force or which may be hereafter enacted. If a true copy of this instrument shall be filed in any such action, it shall not be necessary to file the original as a warrant of attorney and any statute or rule of Court to the contrary is hereby expressly waived.

This guaranty shall be binding upon the undersigned and their respective heirs, personal representatives, successors and assigns, and if executed by more than one party, it shall be the joint and several obligation of all such parties, shall not be revoked or impaired as to any by the death or dissolution of any such party, or by the release or revocation of any one of them, and shall inure to the benefit of you or your successors or assigns. No waiver of your rights hereunder, or any modification hereof, shall be effective unless in writing, signed by your authorized officer, and each waiver shall extend only to the specific instance involved and shall not impair your rights in any other respect at any other time.

Although referred to as guaranty, this instrument is intended to be a contract of Suretyship, upon which each of the undersigned intends to be legally bound. This agreement shall be governed by the laws of the Commonwealth of Pennsylvania.

(Not to be filled in unless guaranty is limited in amount)

The liability of the undersigned shall not exceed at any one time the aggregate principal amount of ______

______ Dollars ($55,000.00 ______),

together with interest as may accrue thereon before or after maturity, and your expenses, as referred to above.

Signed, sealed and delivered by the undersigned the day and year set forth above.

Witness/or Attest:

Daniel J. Rouse

______ (SEAL)
Frank Maiorana

______ (SEAL)
Linda Maiorana

______ (SEAL)

E 1460

SMALL BUSINESS LOAN APPLICATION

December 19, 1972
DATE

Approved by
Number
Authority Number [illegible]
Approved 12-19-72
5% disc.

Branch Warminster Office
Assigned to Daniel J. Rouse
Insurance Coverage: ☐ Yes ☒ No

NAME OF INSURED

Send Mail to: Business Address ☐ Residence Address ☒

BORROWER Frank & Linda Maiorana and Anthony B. & Jean H. Maiorana
Address 836 Meadowood Road
City Warminster State Pa. ZIP Code 18974 Tel. No.
Kind of Business Selling home sites in Poconos Corporation ☒
Length of Present Control/Ownership 3 years Partnership ☐
Social Security or Employers I.D. No. 192-16-6376 Proprietorship ☐

I/we hereby make application for a loan, the proceeds of which are $55,000.00 repayable in [illegible] monthly ~~quarterly~~ ~~semi-annual~~ installments of $ 59x 1,222.21 1x 1,222.98, to be used for the following purpose:

Working capital for the business

6924

Security:

Guarantor
Address

Guarantor
Address

CREDIT REFERENCES:

Name
Address
Bank Type of Account

Name
Address
Bank

I/we authorize you to [illegible] the note the day the loan is granted; certify that the foregoing statements are true and correct; that this application shall remain your property, that I/we will furnish additional information as requested and that I/we will notify you immediately of any change in address or other material alteration in the foregoing.

WITNESS SIGNATURE

WITNESS SIGNATURE

DATE

DEFENDANT
EXHIBIT
U. S. DIST. COURT
S. D. OF N. Y.

G-11

E 1462

NATIONAL AUTO BROKERS CORPORATION, Plaintiff	:	IN THE COURT OF COMMON PLEAS OF LUZERNE COUNTY
vs.	:	IN EQUITY
ALEEDA DEVELOPMENT CORPORATION, Defendant	:	NO. 40 Oct TERM 1972

COMPLAINT

1. Plaintiff, National Auto Brokers Corporation, is a Pennsylvania Corporation with its principal office at York Road and Spring Avenue, Elkins Park, Pennsylvania.

2. Defendant, Aleeda Development Corporation, is a Pennsylvania Corporation, with its principal office at Bald Mountain, Bear Creek Township, Luzerne County, Pennsylvania.

3. On the 4th day of July, 1972, the Plaintiff and the Defendant executed a written agreement, a copy of which is set forth as Exhibit A, whereby the Defendant accepted and agreed to the Plaintiff's proposal to purchase the property of the Defendant's known as approximately One Hundred Forty (140) to One Hundred Fifty (150) acres of land on the south side ~~of the road at~~ Aleeda Lake, Luzerne County and approximately Three Hundred Fifty (350) to Three Hundred Eighty (380) acres on the north side of the road including Lake Aleeda, at a purchase price of One Thousand ($1,000.00) Dollars per acre.

PLF.
DEFT.
WIT.
DATE 3-29-73
EX # 17
FOR ID
BAR ASSN. REPORTING SERVICE

4. Said agreement became the basis of the bargain between the Plaintiff and the Defendant and thereby subsequently became the agreement for the sale of the property in question.

5. Said agreement complies with all of the requirements of the Statute of Frauds in Pennsylvania.

6. At the time of the execution of the contract, the Plaintiff paid Twenty Five Hundred ($2500.00) Dollars as consideration to the Defendant as a binder of an option to purchase the property within thirty (30) days of the signing of the agreement.

7. Within the stated time limit in which the Plaintiff could exercise the option to purchase Defendant's property, Plaintiff gave notice to the Defendant of his desire to purchase said Defendant's property.

8. Plaintiff has expended large sums of money in preparation for the purchase of said land and in reliance of Defendant's promise to sell to the Plaintiff the land in question.

9. On or about August 3, 1972 Defendant informed Plaintiff of his refusal to sell his property to the Plaintiff according to the terms of their prior agreement. Said refusal is a breach of the agreement established between Plaintiff and Defendant.

10. On all times after August 3, 1972, the Plaintiff has been able and willing to exercise the option given to him by the Defendant and comply with the terms of the agreement dated July 4, 1972.

11. On August 3, 1972, the Plaintiff demanded that the Defendant convey the subject land in accordance with the aforesaid Agreement but the Defendant refused to do so in accordance with the terms of said Agreement.

WHEREFORE, Plaintiff prays:

(a) That pending their action the Defendant be specially and on final hearing perpetually, enjoined from mortgaging or encumbering said property in any way from selling or conveying the same or part thereof to any person other than the Plaintiff;

(b) That the Defendant be commanded to specifically perform the said contract and by good and sufficient deed convey and assure said premises and every part thereof with marketable title and free of all encumbrances to the Plaintiff in fee simple and legally sign, seal, acknowledge and deliver said deed to Plaintiff in proper legal form and accept the consideration previously agreed upon which the Plaintiff now here offers;

(c) In the alternative

together with interest from August 3, 1972 is due the Plaintiff and the entry of a judgment against the Defendant for that amount is requested together with any and all other relief as the Court deems proper.

John H. Appleton
Attorney for Plaintiff

AFFIDAVIT

FRANK MAIORANA, being duly sworn according to law, deposes and says that he is President of National Auto Brokers Corporation, the within Plaintiff, and as such is authorized to make this Affidavit on its behalf, and that the facts set forth in the foregoing Complaint are true and correct to the best of his knowledge, information and belief.

Frank Maiorana

Sworn to and subscribed
before me this 14th day
of December 1972.

Notary Public

My Commission Expires July 6, 1974
Scranton, Lackawanna Co., Pa.

PROPOSAL MADE FOR THE ACQUISITION OF APPROXIMATELY 140 to 150 ACRES OF LAND ON THE SOUTH SIDE OF THE ROAD TO ANIMAL PARK, BETTER DESCRIBED AS THE PARK AREA, AND APPROXIMATELY 350 to 300 ACRES ON THE NORTH SIDE OF THE ROAD [illegible]

NATIONAL AUTO BROKERS CORPORATION ("NABCOR") desires to acquire said lands, excluding approximately 10 acres to be retained by Carl Keil, Sr., personally, at a consideration of $1.00, said acreage to be purchased by Nabcor for a consideration of $1,000.00 per acre. The total consideration to be determined by the acreage as computed by a survey to be conducted by Nabcor. Nabcor desires an option for 30 days and is prepared to turn over a consideration in cash of $2500.00 as a binder of the option. If the option is exercised the transaction will be consummated through an agreement to purchase at the said price of $1,000.00 per acre, payable 25% of the total purchase price in the form of a one-year debenture in the approximate amount of $150,000.00 collateralized by 50,000 shares of Nabcor stock as a guarantee.

As Nabcor sells lots, $750.00 from each lot will be applied toward the total purchase price, Alcoda delivering a deed and release of lien for each said lot. Upon completion of the purchase price a deed for the sale of the acreage as above determined will be delivered by Alcoda to Nabcor. As a minimum, and irrespective of the sale of individual lots, Nabcor will pay the balance of the purchase price in equal quarter-annual installments over a five-year period until the full balance is liquidated, 6% interest per annum to be paid on the unpaid balance.

EXHIBIT "A"

With respect to the obligation of Nabcor to pay the aforesaid debenture, Nabcor shall be credited to the extent of 1/2 of the amount received by Aleeda on the sale of each lot.

Upon payment of the debenture, said debenture and 50,000 shares of Nabcor collateral shall be returned to Nabcor and simultaneously therewith Nabcor shall deliver to Aleeda 10,000 shares of Nabcor common, which shall be considered as additional payment.

Carl O. Keil Sr.
for Aleeda Development Corp. July 4, 197

NATIONAL AUTO BROKERS CORPORATION,

By Frank Maiorana Pres
Frank Maiorana, President.

July 4, 1972

It is further agreed that 4 lots on lake and 5 lots on road are to be retained by Aleeda and are to be excluded from the Sale to Nabcor.

National Auto Brokers Inc
Frank Maiorana Pres

Carl O. Keil Sr.
Signing for Aleeda Development Corp.
July 4, 1972

NATIONAL AUTO BROKERS CORPORATION,
Plaintiff,
-v-
ALMEDA DEVELOPMENT CORPORATION,
Defendant.

IN THE COURT OF COMMON PLEAS
OF
LUZERNE COUNTY
IN EQUITY

NO. 40 OCTOBER TERM, 1972

ANSWER CONTAINING NEW MATTER AND COUNTERCLAIM

1. Admitted.

2. Admitted.

3. Denied. It is denied that the parties executed a written agreement on July 4, 1972, or that the instrument attached to the plaintiff's Complaint as Exhibit A constitutes a written agreement. Said instrument constitutes in its own words merely a proposal which if implemented and effectuated would be through an agreement between the parties.

4. Denied. As above set forth, the instrument attached to plaintiff's Complaint was not an agreement, was not the basis of any bargain between the parties, nor did said instrument become an agreement of any kind.

5. It is denied that the instrument attached to plaintiff's Complaint constituted an agreement or that it bears any relationship to the requirements of the statute of frauds.

6. Paragraph 6 is denied. Defendant admits the receipt of the sum of $2500.00 from the plaintiff but avers that it was a portion of the consideration for the written agreement entered into between the parties set forth herein under New Matter.

7. Paragraph 7 is denied and in further answer thereto

EXH. 18
WIT.

it is averred that a written agreement providing for the ultimate purchase of defendant's land was entered into by the parties as herein set forth under New Matter.

8. Denied. It is specifically denied that plaintiff spent any sum of money in reliance upon the instrument attached to plaintiff's Complaint as Exhibit A, or upon any promise of defendant.

9. Denied. It is again specifically denied that there was any agreement between the parties, written or oral, prior to August 3, 1972, or that there was any "prior agreement" between the parties. The paragraph is further denied as a legal conclusion, answer to which is not required.

10. Denied. It is specifically denied that there was any agreement between the parties dated July 4, 1972, or that the plaintiff was able or willing to abide by its terms.

11. Denied. It is specifically denied that the plaintiff at any time requested of the defendant conveyance of the defendant's lands; it is specifically denied that the proposal of July 4, 1972 provided for conveyance of defendant's land, and it is further denied that there was any requirement whatsoever on the part of defendant to convey its land to the plaintiff.

Wherefore, defendant avers that plaintiff is not entitled to equitable relief of any kind and, in further answer, defendant sets up the following

NEW MATTER

1. On August 3, 1972, the parties entered into a written agreement providing for the ultimate sale by defendant to

plaintiff of the lands in question, a true and correct copy of which agreement is attached hereto and made a part hereof as Defendant's Exhibit A.

2. Paragraph 2 of said agreement calls for the payment by plaintiff to the defendant of the following sums in cash on the dates set forth:

1972 -	September	15	- $30,000.00
	October	15	- 30,000.00
	November	15	- 30,000.00
	December	15	- 20,000.00
1973 -	January	15	- 20,000.00
	February	15	- 20,000.00
	March	15	- 30,000.00
	April	15	- 30,000.00
	May	15	- 30,000.00
	June	15	- 30,000.00
	July	15	- 30,000.00
	August	15	- 30,000.00

3. On September 25, 1972, defendant received the initial instalment of $30,000.00 which was due and payable on September 15, 1972, $28,000.00 of which was paid by check of General Electric Credit Corporation.

4. Plaintiff failed to make the payment of $30,000.00 due and payable on October 15, 1972, nor was said payment made or tendered at any time thereafter. [A check for $8,000.00 was delivered in payment of eight lots, deeds for which were simultaneously delivered by defendant to plaintiff in accordance with the agreement, on October 4, 1972, but payment thereon was stopped by the plaintiff. At a later date in October 1972 General Electric Credit Corporation paid the consideration of $8,000.00 for said eight lots.]

5. Plaintiff has also failed to make any payment to

the defendant pursuant to the terms of the aforesaid agreement on account of the instalments due on November 15, on December 15, 1972, or on January 15, 1973.

6. Pursuant to paragraph 2 of said agreement, plaintiff's defaults in payments constituted an automatic termination of said agreement.

Wherefore defendant avers that the Complaint of plaintiff should be dismissed.

Count 2

COUNTERCLAIM

In the alternative, defendant claims of the plaintiff the current sum of $92,000.00, and such instalments as may be added hereafter, on the following cause of action:

7. Defendant incorporates herein by reference paragraphs 1 to 5, inclusive, of New Matter.

[illegible] 8. Plaintiff has defaulted in making its instalment payments to the defendant for the periods ending October 15, November 15 and December 15, 1972, and January 15, 1973, aggregating $100,000.00.

No knowledge 9. Plaintiff is credited with the sum of $8,000.00 for the said eight lots conveyed by defendant pursuant to the agreement, payment for which was made by General Electric Credit Corporation.

Denied 10. After allowing said credit of $8,000.00, there is a current balance due and owing from plaintiff to defendant as of January 15, 1973, of $92,000.00, to which shall be added unpaid instalments as they mature, payment of which defendant demands with interest.

Wherefore, defendant requests the Court to enter judgment against the plaintiff and in favor of the defendant for such total sum.

/s/ Henry Thalenfeld
Attorney for Defendant, Alceda
Development Corporation.

State of Pennsylvania,

County of Luzerne, ss:

Carl O. Keil, Sr., being duly sworn according to law, deposes and says that he is President of Alceda Development Corporation, the defendant above named; that he has authority to make this verification for and on behalf of said defendant; and that the facts and averments set forth in the foregoing Answer Containing New Matter and Counterclaim are true and correct to the best of his knowledge, information and belief.

/s/ Carl O. Keil, Sr.

Sworn and subscribed to before me
this 18th day of January, A.D. 1973.

(SEAL) /s/ Sophie Dziekan

Notary Public, Wilkes-Barre, Luzerne Co.
My Commission Expires Feb. 27, 1975

AGREEMENT

AGREEMENT made this 3rd day of August, 1972, by and between ALEEDA DEVELOPMENT CORPORATION, a Pennsylvania corporation with its principal office at Bald Mountain, Bear Creek Township, Luzerne County, Pennsylvania, of the first part, hereinafter called ALEEDA, and NATIONAL AUTO BROKERS CORP., also a Pennsylvania corporation, with its principal office at York Road and Spring Avenue, Elkins Park, Pennsylvania, of the second part, hereinafter called NABCOR.

1. ALEEDA agrees to sell and NABCOR agrees to buy a tract of land in Bear Creek Township, Luzerne County, Pennsylvania, consisting of approximately 525 acres, being approximately 140 to 150 acres on the south side of the road at Aleeda Lake, better described as the farm area, and approximately 350 to 380 acres on the north side of the road including Lake Aleeda. NABCOR shall within 90 days hereof make a survey of the area in order to determine the precise acreage which is the subject of this transaction. There shall be excluded from said tract the following: (a) 10 acres whose identity and location have been agreed upon, which shall be conveyed to Carl O. Keil, Sr., and (b) 9 lots, 4 on the lake front and 5 fronting on the road, which have been identified, and which have been sold by Aleeda, and for which deeds have been or are about to be delivered.

2. The consideration and purchase price for said land shall be $1,000.00 per acre, the total purchase price to be determined after the aforesaid survey is concluded and set forth in an executed addendum hereto. Said purchase price shall be paid by

DEFENDANT'S EXHIBIT A

NABCOR to ALEEDA in the following minimum monthly payments and manner:

1972 -	September	15	-	$30,000.00
	October	15	-	30,000.00
	November	15	-	30,000.00
	December	15	-	20,000.00
1973 -	January	15	-	20,000.00
	February	15	-	20,000.00
	March	15	-	30,000.00
	April	15	-	30,000.00
	May	15	-	30,000.00
	June	15	-	30,000.00
	July	15	-	30,000.00
	August	15	-	30,000.00

The total of said payments as set forth shall be $330,000.00. In the event that NABCOR shall fail to make a payment on a scheduled date, a grace period of ten days for making said payment shall be allowed, but only with respect to three of said twelv payments. In the event that payment is not made as above scheduled, or after the lapse of said ten-day grace period as set forth, NABCOR shall be in default without the necessity of ALEEDA making a declaration of default, and this contract shall thereupon be terminated and ended as if it had not been entered into. Any payments theretofore made shall be retained by ALEEDA as liquidated damages and NABCOR shall have no interest whatsoever in the subject land, or any improvements erected thereon.

3. Upon the sale of any lot out of said lands NABCOR shall pay and tender $1,000.00 to ALEEDA and thereupon ALEEDA shall execute and deliver to the purchaser a fee simple, special warranty deed covering said lot sold. Said $1,000.00 payment to ALEEDA shall be applied to and shall reduce pro tanto the minimum monthly payment as above set forth. In the event that in any single month the amount yielded thereby may exceed the monthly payment due for that

month, the excess shall be applicable to and shall reduce pro tanto the amount payable the succeeding month. ALEEDA shall not be liable or responsible for any of the real estate transfer taxes which may be payable on the recording of the deeds for said lots.

4. KADCOR shall be responsible for and shall pay all real estate taxes levied and assessed against the subject land, including the school taxes beginning with the year July 1, 1972.

5. Upon payment by KADCOR of said minimum monthly payments totaling $330,000.00, ALEEDA shall execute and deliver to KADCOR a fee simple special warranty deed conveying to KADCOR all of the land included in said survey,, less the lots theretofore sold, the 10 acres reserved to Carl O. Koil, Sr., and the 9 lots heretofore excepted. Simultaneously, KADCOR shall execute and deliver to ALEEDA a purchase money mortgage for the balance of the monies due, to wit: the original purchase price of $1,000.00 per acre as determined by the survey, less the aforesaid aggregate payments of $330,000.00. The amount of said purchase money mortgage shall be paid in 24 equal monthly installments, the first payment commencing 30 days after the date of execution and delivery of said mortgage, and the remaining 23 payments on successive months thereafter. Interest at the rate of 6% per annum shall be payable on the declining balance of said mortgage, which interest shall be paid with the monthly installment of principal. At the time of delivery of said deed and purchase money mortgage, ALEEDA and KADCOR shall divide equally the real estate transfer tax payable on the balance recited in the deed and as set forth in the mortgage. KADCOR may anticipate the payment of said mortgage without the payment of premium.

6. After the execution and delivery of said deed and mortgage, ALEEDA shall execute and deliver a release of lien on the sale of each lot made thereafter upon payment by NADCOR to ALEEDA of the sum of $500.00 for each lot, which shall be applied toward the monthly payment of principal due under said mortgage.

7. NADCOR agrees to indemnify and save ALEEDA harmless from any claim of public liability whether because of personal injury or property damage which anyone may assert against ALEEDA in connection with the subject land, and pursuant thereto shall name ALEEDA as a co-insured on public liability insurance in adequate amount. NADCOR shall furnish a copy of said policy of insurance to ALEEDA within 5 days following the execution of these presents.

8. NADCOR shall execute and deliver to ALEEDA a stipulation against liens which ALEEDA shall record.

9. It is understood that in its promotion, programming and sale of lots, and all its operations in connection therewith, including construction and maintenance of facilities, NADCOR shall be acting strictly on its own as an independent party for and on its own behalf, and shall in no wise or manner be acting for or on behalf of, or as agent of, ALEEDA.

IN WITNESS WHEREOF, the said ALEEDA DEVELOPMENT CORPORATION and NATIONAL AUTO BROKERS CORP. have caused this Agreement to be executed by their respective Presidents, and duly attested by their Secretaries, and their corporate seals to be hereunto affixed the day and year first above written.

ALEEDA DEVELOPMENT CORPORATION,

Attest:

By ______________________
President

Charles Beatty
Secretary

NATIONAL AUTO BROKERS CORP.

Attest:

By ______________________
President

____
Secretary

NATIONAL AUTO BROKERS CORPORATION,
Plaintiff,

-v-

ALEEDA DEVELOPMENT CORPORATION,
Defendant.

IN THE COURT OF COMMON PLEAS
OF
LUZERNE COUNTY

IN EQUITY

NO. 40 OCTOBER TERM, 1972

REPLY TO NEW MATTER AND COUNTERCLAIM AND NEW MATTER

1. It is admitted that Plaintiff signed a written instrument on August 3, 1972. It is denied that said written instrument provided for the ultimate sale by the Defendant to the Plaintiff of the land in question and in further answer thereto it is averred that the said written instrument of August 3, 1972 is null and void and of no legal significance whatsoever as herein set forth under New Matter.

2. It is admitted that Paragraph 2 of said written instrument contains the verbage of the alluded to payment schedule. It is denied that said payment schedule provided for the ultimate payment plan by the Plaintiff to the Defendant of the land in question and in further answer thereto it is averred that the said payment schedule of August 3, 1972 is null and void and of not legal significance whatsoever as herein set forth under New Matter.

3. It is admitted that on September 25, 1972 Defendant received from the Plaintiff $30,000.00 for the property in question. It is denied that said payment was in accordance with the written instrument of August 3, 1972.

PTF.
DEFT. F[illegible]
WIT.
DATE 3-29-73
EX. 19
BAR ASS'N. REPORTING SERVICE

4. It is admitted that no further payments were made on said property in question. It is denied that Plaintiff defaulted on said payments, on the contrary Defendant violated the said agreement of July 4, 1972 as herein set forth under New Matter. All the rest and remainder of said averment is denied as surplusage and of no relevant consequence to the present lawsuit.

5. Denied. On the contrary it is the Defendant who has defaulted as to the July 4, 1972 agreement as herein set forth in New Matter.

6. Denied, on the contrary:

(a) It is the Defendant who has defaulted as to the July 4, 1972 agreement as herein set forth in New Matter.

(b) Assuming without admitting said agreement of August 3, 1972 is valid, it was the Defendant who breached said writing when it refused to deliver said lots as required by said writing dated August 3, 1972 after Defendant received the first $30,000.00 payment.

(c) Assuming without admitting said agreement of August 3, 1972 is valid, Defendant further breached and defaulted on said agreement on numerous occasions and in various ways.

7. Paragraph 8 is denied. On the contrary it is the Defendant who has defaulted as to the July 4, 1972 agreement as herein set forth in New Matter. The paragraph is further denied as a legal conclusion, answer to which is not required.

8. Paragraph 9 is denied. Plaintiff after reasonable investigation is without knowledge or information sufficient to form a belief as to the truth of the averment. Proof is demanded at the time of trial.

9. Paragraph 10 is denied. Plaintiff after reasonable investigation is without knowledge or information sufficient to form a belief as to the truth of the averment. Proof is demanded at the time of trial.

NEW MATTER

Plaintiff incorporates herein by reference Paragraph 1 to 11 inclusive, of his Complaint. Plaintiff avers that the written instrument signed by him on August 3, 1972 was signed by Plaintiff while under the most severe duress and coercion exerted by the Defendant in that:

1. On August 3, 1972, the date on which Defendant avers Plaintiff executed a written agreement for sale of the property in question the Defendant threatened the Plaintiff with such business and economic duress and coercion as to persuade Plaintiff, against his judgment and will, to sign said instrument.

2. Plaintiff has expended such large sums of money in reliance upon the written agreement of July 4, 1972 that the threats of business, economic and legal sanction left Plaintiff no other choice but to sign said written instrument dated August 3, 1972.

3. The Plaintiff refused to sign said written instrument dated August 3, 1972 numerous times, however, as a result of Defendant's business and economic duress, compulsion and coercion, Plaintiff signed said instrument against his judgment and will.

4. The written instrument of August 3, 1972 is null, void and without any legal significance whatsoever because:

(a) The instrument was signed under duress, coercion and compulsion.

(b) At the time the instrument dated August 3, 1972 was signed and at all times thereafter there was no consideration provided to the Plaintiff which would cause him to alter his legal position or give up his legal rights gained under the agreement of July 4, 1972.

5. Regardless of which, if any, of the two contracts are held to be valid, said Defendant has breached both agreements due to defects in the marketability of said title to said property.

WHEREFORE PLAINTIFF PRAYS:

(a) That pending this action Defendant be specially and in final hearing perpetually enjoined from mortgaging or encumbering said property in any way and from selling or conveying the same or any part thereof to any person other than the Plaintiff;

(b) That the Defendant be commanded to specifically perform the said contract dated July 4, 1972 and by good and sufficient deed convey and assume said premises and every part thereof with marketable title and free of all encumbrances to the Plaintiff in fee simple and legally sign, seal, acknowledge and deliver said deed to Plaintiff in proper legal form and accept the consideration previously agreed upon which the Plaintiff now here offers;

(c) In the alternative Two Hundred Fifty Thousand ($250,000.00) Dollars, together with interest from August 3, 1972 is due the Plaintiff and the entry of judgment against the Defendant for that amount is requested together with any and all other relief as the Court deems proper.

John H. Appleton,
Attorney for Plaintiff,
National Auto Brokers
Corporation.

AFFIDAVIT

FRANK MAIORANA, being duly sworn according to law, deposes and says that he is President of National Auto Brokers Corporation, the within Plaintiff, and as such is authorized to make this Affidavit on its behalf, and that the facts set forth in the foregoing Reply and New Matter are true and correct to the best of his knowledge, information and belief.

/s/ Frank Maiorana
Frank Maiorana

Sworn to and subscribed
before me this 6th day
of February, 1973.

Theodora Madlousky
Notary Public

THEODORA MADLOUSKY, Notary Public
Scranton, Lackawanna Co., Pa.
My Commission Expires Nov. 22, 1976

1482

DEFENDANT
EXHIBIT
U. S. DIST. COURT
S. D. OF N. Y.

1-21

Porono Futures Inc 7359

Analysis of Cash Received

from January 1, 1973 To March 17, 1973

Date	Name	1	2 Loans from Nabor	3 Loans from Bank	4 Loans from F. Maio	5 Loan from T. Maio	6
1-5-73	Nabor Inc		11539.90				
1-22-73	Provident			15000.00			
2-22-73	F. Maiorana				2000.00		
2-27-73	F. Maiorana				2355.48		
3-7-73	F. Maiorana				274.81	230.61	
3-7-73	G. Maiorana				274.81		
3-9-73	F. Maiorana					230.61	
3-9-73	G. Maiorana				1000.00		
3-15-73	F. Maiorana				1500.00		
3-9-73	F. Maiorana				3241.91		
3-16-73	F. Maiorana					2536.71	
3-16-73	G. Maiorana						
			11539.90	15000.00	10191.01	2997.73	

Ich B

Exh. 1

WIT. Albun

DATE: 3-26-79

BAR ASS'N REPORTING SERVICE

A

E 1484

Natco Inc.

Analysis of Cash Receipts
From Frank and Tony Maiorana Oct 1

7360

1972		Loans from Banks	Loan Fro F. Ma		
Oct. 13	Frank Maiorana		100	UAK	C.S.
Oct 30	Frank Maiorana		2300		
Nov. 29	Frank Maiorana		311590		
Dec 14	Fidelity Loan	4660000			
1973					
Jan 6	Provident National	2500000			
Jan 5	Frank Maiorana		1123645		
Feb 13	Frank Maiorana		300000		
			2025235		
	Reclassify Land 2024		(7000 -)	TEF 5	
			1325235		
	Sch B c				

Analysis of Cash Disbursements
Paid to Frank and Tony Maiorana, O.
Frank ?

7361 ANTHONY MAIORANA

CKL

			Check No.		Loans Paid to F.M.	Balan F.M.	LOANS PAID TO A M	SALARIES A M
	1972							
1	Oct 13	F. Maiorana	1189		1000.00			
2	Oct 19	A. Maiorana	1191				2000.00	
3								
4	Dec 14	F. Maiorana	1241			10000.00		
5	Dec 19	A. Maiorana	1242					1500.00
6	Dec 19	A. Maiorana	1243				4000.00	
7	Dec 19	F. Maiorana	1244		21915.00			
8	Dec 21	A. Maiorana	1253					500.00
9								
10	1973							
11	Jan 4	F. Maiorana	1274		7000.00			
12	Jan 4	F. Maiorana	1275		4824.26			
13								
14	Feb 23	F. Maiorana	1392			2358.45		
15	Feb 23	A. Maiorana	1393					1544.55
16								
17								
18								
19		SC(2)			34,739 -			
20								
21								
22								
23								
24								
25								
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37								
38								
39								
40								

Poisson Futures, & Leisure Life 1/1/73

E 1486

7362

		Poisson Futures	Leisure Life	Others
Nov. - Cash Transfers		13413 57		
Dec. - " "		2509 -		
Jan. - " "		400 -		
Aug - " "			11000 -	
Sept. - [illegible]			10 -	
Oct. - Cash [illegible]			2000 -	
Jan - Cash Transfer			700 -	
" "			5000 -	
9/21/72 G.E. Credit Corp.				14016 -
10/9/72 " " "				40220 -
Cash [illegible]				20000 -
Jan. 73 [illegible]				12000 -
	121259 57	16313 57	18710 -	86236 -
Feb 1 - March 15	14050 -	12050 -	2000 -	—
	135309 57	28363 57	20710 =	86236 -

In Sept. [illegible] received [illegible] from [illegible]
I gave it to [illegible] who endorsed it over to [illegible]

[illegible]			
[illegible]	Sales		[illegible] -
[illegible]			[illegible] -
[illegible]	Trans [illegible]		[illegible] -
[illegible]			[illegible] -
[illegible]			[illegible]
[illegible]	Leisure Life		[illegible] -

Cash [illegible]
Pocono Futures, & Leisure Life

736E 1487

			Pocono Futures	Leisure Life	Others	
6/8/72	Carbondale, Pa.					
	Purchase of 2,200 acres				3000 -	
7/5/72	Alexander [illegible] Corp. Cash				2500 -	
Aug.	Real Estate Taxes - [illegible]			1293 -		
	Robinson Installment			5000 -		
	Giambotti Estate Installment		3000 -			
9/2/72	G.E. Credit Corp.					
	Alexander [illegible] Corp. Purch.				28000 -	[illegible]
	Cash received & turned					
	over to North [illegible] Land				14016 -	
	Cash Sales - To [illegible]				20000 -	
10/6/72	G.E. Credit Corp.:					
	Turned over To North					
	[illegible] Land - Commiss.				16273 -	
	Other [illegible]				22941 -	
10/13	Joseph Notarianni [illegible]			1000 -		
11/14	Alfred [illegible], Atty:					
	Interest		87 54			
	[illegible]		5154 89			
	Transfer [illegible]		157 50			
	Franklin Mortgage		657 64			
	McClain Mortgage		520 -			
11/24	Joseph Notarianni [illegible]					
	Giambotti Property [illegible]				3115 90	
12/22	Kravitz & Siegel			750 -		
12/28	Joseph Notarianni			1000 -		
	Franklin Mortgage		328 52			
	McClain Mortgage		265 -			
1/4/73	Loan [illegible]		11539 90	12351 39		
1/15/73	GE Credit Corp. [illegible]				1000 -	
J. [illegible]	[illegible]				1600 -	
	[illegible]				1900 -	
		1589[illegible] 5[illegible]	21710 29	21894 39	115351 90	
Feb.	Franklin Mtg.	328 52	328 52	—	—	
		159275 40	22039 11	21894 39	115351 90	
	Roy [illegible]					
	" " [illegible] Trade					
	" " [illegible]	5100 -			5100 -	
		1577[illegible]				
		2201[illegible]				
		135[illegible]				

7364

Nabian Inc.
Analysis of Franchise Sales
for year Ending January 31, 1972

Date	Name	Total Amt.
2-4-71	America Fulland	160000
2-22-71	Anthony Battglia	150000
2-22-71	Louis Essaf	150000
2-25-71	James Kelly	150000
2-26-71	William Antonoff	160000
3-4-71	Albert Capri	150000
3-2-71	Jesus Rodriguez	150000
4-1-71	Henry Settle	150000
6-16-71	Returned To Jos Ippolito	(300000)
9-3-71	Walter Chepurny	160000
9-21-71	Robert Young	150000
9-22-71	Alfred Schiess	150000
10-8-71	Richard J. Justing	150000
10-11-71	Leonard Prince	150000
10-28-71	Joseph Rodgers	150000
11-9-71	Melvin Flowers	150000
11-21-71	William Banks Jr.	150000
11-?-71	Allan J. McGuire Jr.	150000
12-28-71	Aubrey Kean	750000
1972		
1-29-72	Gerald Keating + Lears	750000
		3750000

Prepared By
Approved By

E 1489

Nalman Inc
Notes

Liability	Loan - Proceeds	55000 -	
	Interest	18333 -	
	Total Loan	73333	
Provided Loan			
	Holman	25000 -	
	[illegible]	10000 -	
	Pomona Fasteners	15000 -	
	Total	50000 -	
Losses from F. N. & T. M.			
A	Personal [illegible]	14891 -	
B	Pomona Fasteners	10,691 -	2738 -
C	Holman	13252 -	
		38834 -	2398 -
	Except fund for cash	7000 -	
	Invested TOGE	6000 -	
Nalman Money to Frank			
Sch. 2	Frank's Report	34770 -	
	[illegible] Frank		21879 -
	[illegible] 19-7[illegible]	21915 -	

E 1490

7366

Nabor Inc.
Analysis of Sales of Franchises (cash)
as of year ending January 31, 1973

Date	Broker Name	Amt
2-3-72	Baggett	50000
5-8-72	Porcelli	50000
5-30-72	Porcelli	350000
5-31-72	Porcelli	350000
6-26-72	Hays	2500
6-26-72	Chen	2500
6-26-72	Mallardy	2500
7-5-72	Douglas	2500
7-10-72	Mallardy	77000
7-13-72	Shwarty	15000
7-19-72	J. H. Smith	15000
7-19-72	Douglas	40000
7-20-72	Schwarty	(15000)
7-3-72	Chen	(2500)
7-28-72	Smith	64500
8-15-72	Wm. Arnold	15000
8-15-72	B. A. Painter	15000
8-18-72	Wm. Arnold	25000
8-22-72	Wm. Arnold	39500
8-28-72	Patsong	15000
9-13-72	Patsong Sales	64500
9-26-72	D. Angeline	15000
10-[illegible]-72	D. Angeline	64500
1-15-73	Vincent Russo	15000
1-23-73	Vincent Russo	135000
	Total cash received	1407500
	Receivables charged as cash sales on 7-31-72	
	Hayes	77000
	Baggett	700000
	& Schwarty	64500
	Balance Per General Ledger 1-31-73	2249000
	Cash received	
	Before May 15, 1972	100000
	After May 15, 1972	1307500
		1407500

E 1491

Nabor due...
Analysis of Deposits for Customers
for year Ending January 31, 1973

7367

	Date	Customer Name	Broker	Amt.
1	2-4-72	Rose Thompson	E. Turner	1000
2	2-16-72	Coley	L. Prince	21671
3	2-24-72	David Patmay	E. Turner	1000
4	3-21-72	Broker E-Turner	E Turner	1000
5	3-28-72	Kath. Baran	Keating and Dean	3500
6	3-28-72	Shirley Austin	Keating and Dean	2500
7	3-28-72	C.E. Davis	Keating and Deans	2500
8	3-31-72	Joseph Solari		10000
9	4-1-72	Hubert Gracis	Joseph Rodgers	25000
10	5-5-72	John Williams	Keating Deans	10000
11	5-6-72	Russayorty		10000
12	5-5-72	De Angeli		10000
13	5-5-72	C.V. Rudos		10000
14	5-5-72	Tobas	E. Turner	1000
15	6-5-72	Oscar Carlson	Keating Deans	15000
16	6-5-72	Fernetta De Marr	E Turner	1000
	5-24-72		M. Settle	41200
18	7-15-72	Horace Bailey	M. Settle	30000
19	8-14-72	C.H. Burns	Porcelli	30000
20	8-14-72	J.K. Foster	Porcelli	23100
21	8-24-72	Jan Blanchard	Porcelli	20000
22	9-8-72	Richard Flamming	Porcelli	30000
23	9-7-72	Craig Pierce	Porcelli	30000
24	9-8-72	D Hartshorn	Porcelli	31500
25	9-15-72	Z. Vratable	Porcelli	34900
26	9-27-72	Z. Manny	Porcelli	100000
27	10-2-72	R.A. Rattray	Porcelli	30000
28	10-3-72	J.M. Corcoran	Porcelli	32700
29	10-3-72	M. Goldsmith	~~Settle~~ Smith	180000
30	10-12-72	R. Pugh	Douglas	40000
31	10-30-72	O Rubsara	Porcelli	40000
32	10-30-72	Comm. Claims	Porcelli	60000
33	10-10-72	Willets	Porcelli	27235
34	10-19-72	Ringsley	Porcelli	56500
35	10-19-72	Boghaman	Porcelli	50000
36	10-19-72	Borle	Porcelli	30000
37	10-27-72	Rubland	Douglas	40000
38	10-13-72	R. Pugh	Douglas	2500
39	10-13-72	Underwood	Porcelli	20000
40	10-13-72	Unsdel	Porcelli	3500

E 1492

7368

Naben Inc
Analysis of Deposits for Customers
for year Ending January 31, 1973

Date	Customer	Broker	Amt
10-31-72	Sauler	Porcelli	20000
10-31-72	Tesko	~~Porcelli~~ Kingsly	60000
10-31-72	Burns	Porcelli	100000
4-24-72	Herald Comtes	Turner	1000
4-24-72	John Catino	Keating Jones	15000
4-24-72	Albanese		15000
12-13-72	D. Kingsley	D. Kingsley	47000
1-15-73	F. Bernhardt	Patterny	60000
11-22-72	F. Dangerone		10000
11-9-72	D. Platt	Patterny	60000
1-15-73	W. Gleason	Patterny	67344
1-15-73	H. Goldsmith	Smith	50000
	Return of Deposits		1635140
8-22-72	H. Zink		(55000)
9-26 73		Porcelli	(30000)
10-2-72	R. Richter	Porcelli	(22255)
11-9-72	R. Pugh	Douglas	(40000)
12-26-72	J Blanchard	Porcelli	(20000)
			1467885

Cash Received

Before May 15, 1972	165171
After May 15, 1972	1302714
	1467885

E 1493

Nabors - Inc

Analysis of New Car Sales (27369)
for Year Ending January 31, 1973

Date	Customer Name	Broker	Amt.
3-27-72	David Cortney	E. Times	2729.63
5-22-72	Gabriel Ibarra	Rodgers	373330
5-22-72	Joseph Adair		307400
5-31-72	? Name	Settle	260000
6-15-72	Oscar Carlson	Keating Sears	300000
6-15-72	John Williams	Keating Sears	344800
6-7-72	James Rayn		389383
6-8-72	Tobas	E. Times	327200
1-16-73	Kirkland	Douglas	315000
1-31-73	Goldsmith	Smith	580000
3-29-72			465300
			3939576

Cash received - etc.

before May 15, 1972	272963
after May 15, 1972	3666613
	3939576

Pocono Futures Inc

analysis of Cash Disbursed

from January 1, 1973 to March 17, 1973 7310

Date	Name	1 Mortg. Payment	2 Misc Expense [illegible]	3 Bell Teleph Deposit	4 Loans to Nalco	5 Salaries F. Maiorana	6 Salaries A. Maiorana
1-5-73	A. Maiorana						500000
1-5-73	F. Maiorana					610000	
1-19-73	Nalco Inc				40000		
1-19-73	F. Maiorana					5,069.00	
1-19-73	A. Maiorana						375000
2-12-73	Nalco	96737					
2-20-73	Bell of Pa.				100000		
2-22-73	Nalco				1,00000		
2-23-73	Nalco				350000		
2-27-73	Nalco				260000		
3-2-73	Nalco				150000		
3-7-73	Bell of Pa			2500			
3-9-73	C. Franklin	32828					
3-9-73	Nalco				1,45000		
3-9-73	F. [illegible]		2000				
3-16-73	F. Maiorana					374291	
3-16-73	A. Maiorana						253671
3-16-73	Nalco Inc				80000		
		129560	2000	2500	1245000	1491191	1128671

Accesimelife Corp of America
Analysis of Cash Disbursed
from January 1, 1973 to March 17, 1973

73

Date	Name	1	2 Expenses T. E.	3 Bell Teleph. Dep.	4 Loans to Nabco	5 Salaries To F. Maiorana	6 Salari to A. Maioran
1-5-73	A. Maiorana						500000
1-5-73	F. Maiorana					700000	
1-19-73	Nabco				70000		
1-19-73	A. Maiorana						175000
1-19-73	F. Maiorana					133500	
1-24-73	Nabco du				500000		
2-23-73	Nabco due				150000		
3-7-73	Nabco due				50000		
3-16-73	Bell Teleph			2500			
3-16-73	F. Maiorana					324291	
3-16-73	A. Maiorana						252671
3-16-73	Nabco du		30000				
			30000	2500	770000	1157791	875671
						[illegible]	[illegible]

Dreamlife Corp of America
Analysis of Cash Received
from January 1, 1973 to March 17, 1973

731

Date	Name		Loans from Nabco	Loans from President
1-5-73	Nabco Inc		13881 39	
1-22-73	President			10000 00
			13881 39	10000 00

E 1497

5/3	Cash – LaQuaglia Motor Co – Auto Exp	191 10
5/7	Sutton #22 Tire Warehouse Inc. – Auto Exp	120 83
"	Isadore Gitler – Acctg.	200 –
5/28	Bill Nash – Promo	100 –
7/11	I. Gitler – Acctg	100 –
7/17	Sterling Sporting Goods – Promo	22 30
7/29	Bill Vandelder's Motor Lodge – Sales Exp	100 –
8/31	James Tracey – Legal	200 –
10/14	V.P. Hilton (73) – Lodging	100 –
10/16	Howard Johnsons Motor Lodge – Lodging	40 –
10/18	R. LaVigne	50 –
10/21	"	150 –
10/19	GE Credit Corp	2000 –
10/26	Cash	100 –
"	Bell Tel. of Pa. for Island Lake Estates – Tel. Exp.	50 –
10/27	Rico LaVigne	300 –
11/5	"	250 –
11/3	Oakley Stout – O/S Services	125 –
		12000 23
	Cash paid to Gus Pelagatti for legal services	1000 –

Additional Personal Checks by
Pocono Futures & Leisure Life Villa

9/29/72	Carl Wallis	115 61	
9/72	Mike Keegan	500 –	
10/72	Mike Keegan	500 –	
10/24/72	R. LaVigne	1075 –	
			2190 61
			7390 84

2 Months bank statements & cancelled checks are missing. Frank M. estimates he spent an additional $7500. | 7500 –

11830 84

7348

Cash Receipts

~~January~~ February 1, 1972 to January 31, 1973

EXHIBIT
U.S. DIST. COURT
S.D. OF N.Y.
U-1-D

PL.
DEFT.
A. Kenney
WIT.
DATE 1-26-73
EX # 3
10:15
BAR ASS'N. REPORTING SERVICE

E 1498

A

7349

Prepared By
Approved By

E 1499

NABCOR INC.
Cash Receipts
Feb. 3 - June 30, 1972

10!

Date				Dr. FF102 Depos.-Gen'l	Dr. Deposit Prov.	Sales Franch.
Feb	3				Franchise	
	9			500 —		500
	10			10 —		
	15			7000 —		
Mar	8			216 71		
Apr	6			200 —		
				350 —		
	13			35000 —		
	24			35000 —		
May	30			31.0 —		
& Feb	24	Feb, Mar, Apr - Bank Charges		(96 93)		
Mar	22			500 —		Franchise 500 —
	21				2734 63	
	28				4063 —	
	29				Prov. (4053 —)	
Apr	14				4138 —	
					12066	
May	12				20000 —	
	16				22000 —	
	22				3733 30	
	29				3074 —	
	31				2600 —	Franchise
Jun	7				3500 —	3500 —
		Not in receipts book				
	8	" " " "			5301 54	
	9				5272 —	
	16				3000 —	
	19				6445 —	
	27				1100 —	
					[illegible]	

E 1500

7390

Sales-Checks	Accts Rec. Fran.	Rec. Vehicles				General	Cr.
10 —							
	5500 —						
	3500 —						
2116 71							
350 —						Exchange	200 —
						Due From Cong[illegible]	32840 —
310 —						[illegible]	19500 —
						[illegible]	17660 —
10 —						Bank Charge	(96 93)
2724 63							
10 —							
4053 —							
4053 —							
4053 —							
25 —							
25 —							
25 —							
						[illegible]	42066
						[illegible]	20000 —
3733 30							22000 —
[illegible] —							
[illegible]							
2600 —							
3600 —							
1383							
150 —							
10 —			Exchange	200 —			
				42066			
				20000 —		Cash [illegible]	[illegible]
				22000 —			
2772 —							2000
				12417 71			
3000 —				2000 —			
5446 —				3000 —		Exchange	3000 —
				1100 —			
				50268 37		[illegible]	700 —
							500 —
						[illegible]	155 —
[illegible] —						[illegible]	6000 —

7351

	Initials	Date
Prepared By		
Approved By		

NABCOR Inc.
Cash Receipts
July, 1972

2 of 2

				Dr. Cash Girard	Dr. Cash Prom		Sales – Franch.
July	15	Settles (Horace Bailey)			300 –		
	5				3025 –		Douglas 25 –
	10	Melody			170 –		170 –
	13	Schwartz			150 –		150 –
	15	G. H. Smith			150 –		150 –
	19	Douglas			400 –		400 –
	20	Schwartz (Stopped Pay)			(150 –)	✓✓	(150 –
	21				200 –	✓	
	3	Cliver – U.S.F. [illegible]			(25 –)	✓✓	(25 –
	28	G. H. Smith (deposit [illegible], missing)			645 –		645 –
	31	TOTALS ✓			6065 – ✓		1365 – ✓

7352

(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	LINE NO
loa— ales.	Accts Franch.	Rec. Vehicle				General	Cr.	
300 —	✓							1
						Loans Rec— North Amer.	3000 — ✓	2
								3
								4
								5
								6
								7
						Loan Rec North America	800 — ✓	8
								9
								10
300 —								11
							3800 —	12
✓							W	13
								14
								15
								16
								17
								18
								19
								20
								21
								22
								23
								24
								25
								26
								27
								28
								29
								30
								31
								32

1972			Cash		
			Provident	Other	Franchi
Aug	14	Leisure Life	11,000 –		
		Frank Maiorana – Acct. Rec. Tax (1st Cal. on car)	1,199 50		
		″ ″	2,000 –		
		C.H. Bianca Jr. – Porcelli	300 –		
		J.L. Foster ″	231 –		
	15	Wm. Arnold	150 –		150 –
		B.A. Painter	150 –		150 –
	18	Wm. Arnold	250 –		250 –
	22	″ ″	395 –		395 –
		Life Sec. & No. Amer. Land	3,550 –		
	24	Jan J. Blanchard – Porcelli	200 –		
	28	Patchong Trailer Sales	150 –		150 –
	31	Totals	19,575 50		1,095 –
			✓		✓
Sept	8	Richard J. Flammang – Porcelli	300 –		
		Craig K. Pierce – ″	300 –		
		Darwin Hartshorn – ″ / Balfour	315 –		
	13	Patchong Trailer Sales	645 –		645 –
	15	Linda Waterlge – Porcelli	349 –		
	19	No. Amer. Land – (installment)	1,650 85		
	27	Dow Jones & Co. Inc. to Leis. Life	10 –		
	26	Dominic L. Angeline	150 –		150 –
	27	Zoilo Regaldo Mauriz – Porcelli	1,000 –		
	29	G.E. Credit		14,016 –	
		Turned over to North Amer Land		(14,016 –)	
	30	Totals	4,721 85	—	795 –
			✓	PNB	✓
Oct	5			2,000 –	
				✓	

	4	5	6	7		
	les Vehicles			General		
				Explanation	Amount	
1				[illegible]	11000 —	✓
2				Due T/F	1199 50	✓
3				F. M.	2000 —	
4	300 —					
5	231 —					
6						
7						
8						
9						
10				No. Amer. Land	3550 —	✓
11	200 —					
12	731 —					
13	1097				17749 50	
14	✓					
15						
16	300 —					
17	300 —					
18	315 —					
19						
20	349 —					
21				No. Amer. Land	1652 85	✓
22	~~150~~ —			Due T/F [illegible]	10 —	✓
23	1000 —					
24				[illegible] Florida Development Corp	(28000 —)	✓
25				Lot Sales	42016 —	✓
26	2264 —			No. Amer. Land	(14016)	✓
27					1662 85	
28	✓					
29				Due T/F [illegible]	2000 —	✓
30						
31						
32						
33						
34						
35						
36						

CR

E 1505

Cash Reco

			Cash		
1972			Provident	Other	Franch
Oct	2	L. A. Rattray – Porcelli	300 —		
		J. M. Corcoran – Balfour	327 —		
		Domenick L. Angelino	645 —		645
	3	Howard Goldsmith – J. H. Smith-broker	1800 —		
	12	Ronald J. Pugh – Larry Douglas – "	400 —		
		Frank Maiorana		PNB — 100 —	
	13		575 —		
	19		1637 25		
	20	Excise Tax Refunds Due to customers	759 75		
	19	Transfer from PNB	1775 —		
	27		400 —		
	30	Porcelli	900 —		
			2300 —		
	31		1500 —		
	31	Totals	13619 —		645
			W		W
Nov.	9		600 —		
	14		13413 57		
	24		3215 90		
	30	Totals	17229 47		
			W		
Dec.	13		470 —		
	19	Loan	45620 —		
			2500 —		
	31	Totals	48590 00		
			W		
Jan	2	Frank Maiorana	5000 00		
	5	Provident National	35000 00		
	5	Frank Maiorana	11736 45		
	15	Vincent Russo	1500 00		1500
	15	E Broschard Cart McNally	600 00		
	15	W. Gleason Cart McNally	673 17		
	16	Lillian Kirkland (U.S. Sales)	3790 00		
	19	Leisure Life	700 00		
	19	Lorna Pistrusa	400 00		
			118009 59		1500

4 les Vehicles	Cash	6	7 General Explanation	8 Amount		
300 —						1
337 —						2
						3
1800 —						4
400 —						5
	100 —		Due T/F F.M.	100 —	✓	6
575 —						7
1637 25				387 —	✓	8
			Exchange	370 25	✓	9
		~~1775~~	Exchange	1775 —	✓	10
400 —						11
900 —						12
			Due T/F ~~[illegible]~~ Frank Mon.	2306 —	✓	13
1800 —						14
8139 25 ✓	100 — ✓			4937 75		15
						16
600 —						17
			Due T/F Pec Fut	13413 57	✓	18
100 —			Due T/F F.M.	3115 90	✓	19
700 — ✓				16529 47		20
						21
470 —						22
			Loan Payable Commonwealth	45620 00	✓	23
			Due T/F Pec Fut	2500 —		24
470 00 ✓				48120 00		25
			~~Land Purchase~~			26
			~~Due T/F [illegible]~~	5000 00	✓	27
			Loans Payable	25000 00 7000 Purch	✓	28
			Due T/F Pia Co	11736 45	✓	29
						30
600 00						31
613 44						32
3750 00						33
			Due T/F [illegible]	700 00	✓	34
			Due T/F [illegible]	4000 00	✓	35
5033 44				[illegible]		36

1973			Cash Provident	Other	Franchise
Jan	23	Balance Brought Fwd. ~~Vincent Russo~~	48001 89		
	23	Vincent Russo	1350 00		150
	25	Cash	79 07		1350
	25	Harold Goldsmith / Jerry Smith 3-102-18	500 00		
	26	Leisurelife	5000 00		
	31	H. Goldsmith / Jerry Smith	5500 00		
			60738 96		1500

7358

Cash Receipts

ces Vehicles (4)	5	6	General Ledger Ref. (7)	General Ledger Acct (8)	
5023 44				42836 95	1
					2
			Exchange ~~[illegible]~~	79 07 W	
500 00					4
			Due T/Fdmin.	5000 00 V	
5800 00					6
11323 44				47916 52	7
W					8
					9
					10
					11
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1509

DEFENDANT

EXHIBIT
U. S. DIST. COURT
S. D. OF N. Y.

K-11

E 1310

	Feb				N J Lab.	Ded.
	1972				102	
1	2/	1	Blue Cross of Philadelphia	2487	79 15	15
2	–	1	Petty cash	2488	142 83	
3		1	Fred Sanders	2489	42 65	
4		1	Benson East Garage	2490	23 62	
5		2	Benson East Garage	2491	19 00	
6		2	Fred Sanders	2492	250 00	
7		2	Main Line Fleets, Inc	2493	374 48	
8		2	Bell Telephone Co.	2494	78 56	78
9		2	Bell Telephone Co.	2495	7 17	6
10			VOID	2496		
11		3	Frank Marcino	2497	301 35	
12		3	Anthony Marcino	2498	232 93	
13		3	Fred Sanders	2499	213 45	
14		3	Jack Daniels	2500	17 10	
15		3	Kathleen Orsino	2501	86 25	
16		3	H. R. Bruno	2502	150 00	
17		3	Grace Cobbler Travel Service	2503	50 00	
18		3	Pa Dept of Transportation	2504	14 00	
19		3	American Express Co.	2505	54 89	15
20		3	Jack Daniels	2506	25 00	
21		4	Louis Hurwitz	2507	264 25	
22		4	Petty Cash	2508	136 35	
23		9	Woody Hellsmith	2509	100 00	
24		10	Frank Marcino	2510	301 35	
25		10	Anthony Marcino	2511	232 43	
26		10	Fred Sanders	2512	213 45	
27		10	Jack Daniels	2513	64 90	
28		10	Jack Daniels	2514	20 00	
29		10	Kathleen Orsino	2515	86 25	
30		10	H. R. Bruno	2516	150 00	
31		10	Girard Trust Co.	2517	2777 00	
32		10	Frank + Anthony Marcino	2518	1638 50	
33		11	[illegible] Telephone	2519	11 00	
34		11	[illegible]	2520	100 00	
35		11	Phillips Petroleum	2521	58 70	
36		11	Phillips Petroleum	2522	11 00	
37					2671 32	

EX. 4
WIT.
DATE 3-26-73 E
U.S. ... REPORTING SERVICE

E 1511

M.w.c.

5 3 4 28

F.o. W.F.p

8 6 25

V/C notes	Legal N 91	Legal [illegible]	[illegible] Drawn	[illegible]	[illegible] salary	O/S	T & E	Clubs [illegible]	[illegible]	
										1
						10 00	91 70		24 54	2
							42 65	~~42 65~~		3
								23 62		4
								19 08	X	5
							250 00			6
								379 48		7
										8
										9
										10
					301 35					11
					232 93					12
				213 45	~~213 45~~					13
				~~[illegible]~~				79 10		14
				86 25						15
						150 00				16
							90 00			17
										18
							36 88			19
								25 00		20
							264 25			21
							120 00		16 35	22
			100 00							23
					~~[illegible]~~					24
					~~[illegible]~~					25
			213 45	~~213 45~~						26
				64 90						27
								20 00		28
				~~86 25~~						29
						150 00				30
17 00										31
										32
										33
										34
										35
										36
17 00			100 00	[illegible]	1048 [illegible]	[illegible]	[illegible]	[illegible]	[illegible]	37

7377

	(15) [illegible]	(16) rent	(17) [illegible]	(18) [illegible]	(19) cost [illegible]	(20) [illegible] tax	(21) [illegible] fees	(22) licence [illegible]	(23) telephone	(24) [illegible]
1										
2 2	510		750							
3									174	
4										
5										
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7										
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33									1632 45	1634 45
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37										

E 1514

7378

CD2

				①	①	①	②
				U S [illegible]	10		[illegible]
		carried forward			8621 38		349 83
		VOID	2523				
		VOID	2524				
Jl	11	Humble Oil Co.	2525		3 70		3 70
		VOID	2526				
		Cities Service Oil Co. Pay. Stopped	2527		54 87		
		Humble Oil Co.	2528		73 99		73 9[illegible]
	11	Gulf Oil Corp	2529		24 75		24 75
	11	Phila Credit Bureau	2530		4 35		
	11	Herbert Kraft [illegible]	2531		28 23		
	11	Getty Oil Co. Pay. Stopped	2532		23 35		
	11	Phillips Petroleum	2533		52 55		52 5[illegible]
	11	Cities Service Co. Pay. Stopped	2534		12 70		
	11	Cities Service Co.	2535		50 60		
	11	American Express	2536		36 88		36 8[illegible]
	11	Humble Oil Co. Pay. Stopped	2537		30 25		
	11	BP Oil Co. Pay. Stopped	2538		7 65		
	11	Fred Sanders	2539		100 00		
	14	VOID	2540				
					8945 82		541 79
					(61 30)		
		Correction			8884 52		
					4385 —		
		Bank Check 2/16/72 - used money orders to pay bills			13269 52		

No MARCH

CHECKS WRITTEN

(D)

[illegible]	Legal	Legal [illegible]	Drawing	Salaries	officers salaries	Services	T & E	auto expenses	postage general
77 00			100 00	743 40	1068 56	310 00	849 68	467 18	10 89
									4 35
								✓	28 22
			100 00						
177 00			413 45	743 40	1068 56	310 00	825 68	467 18	73 46
				(179 10)	(534 28)			(119 08)	(27 22)
✓				664 30	534 28			348 10	45 7[illegible]
				(213 45)				179 10	✓
				450 85				527 20	
				(86 25)					
				364 60					

E 1516

7380

	auto repair heat & light	rent	freight dues & fees	inventory	customer deposit after	sales tax	license fee	storage	telephone	sal…
1	5 10		9 50					14 00	1 79	16 30
2										
3										
4										
5										
6										
7										
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18										
19										
20	5 10		9 50					14 00	1 74	16 35
21										
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23										
24										
25										
26										
27										
28										
29										
30										
31										

(14-)

✓

E 1517

7381

[illegible]	534	28
	86	25
[illegible]	44855	—

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E 1518

7382

CD3

April Cash Disbursement

				(1)	(2)	
					U.S. Sales + Serv cash	
April	6	Fred Sanders	2541		125 00	
	7	Anthony Morani	2542		2096 37	
	7	Frank Morani	2543		2712 15	
	7	Marsh Telephone Exchange	2544		51 00	
	7	Benson Manor Garage	2545		29 12	
	7	Fred Sanders	2546		200 00	
	7	Jack Daniels	2547		150 00	
	7	American Express	2548		733 00	733
	10	Annie Clark	2549		85 00	
	11	Frank Morani	2550		1650 00	
	11	Anthony Morani	2551		1500 00	
	12	Bell Telephone Company	2552		1000 00	
	14	U. S. Sales + Service Information Service Inc	2553		2000 00	
	14	Anthony Morani	2554		232 93	
	19	Frank Morani	2555		301 35	
	19	Fred Sanders	2556		250 00	
	19	Phila. Inquirer	2557		41 85	
	19	Stock Sales Corp.	2558		41 54	
	19	Fred Sanders	2559		250 00	
	18	Anthony Morani	2560		870 00	
	18	E. Tunes	2561		375 00	
	19	Frank Morani	2562		925 00	
	19	Bell Telephone Co. N.Y.	2563		101 24	
	19	Carbon and Ribbon Service	2564		9 34	
	19	Courier Post	2565		23 56	
	19	State of Delaware	2566		10 00	
		Vo 10	2567		~~11 00~~	
		Phila. Traffic Court	2568		11 00	
	17	Phila. Traffic Court	2569		11 00	
	17	Dearden Station	2570		6 00	
		B. P. Oil Corporation	2571		7 [illegible]	73
		Fred Sanders	2572		500 00	
		B. P. Oil Corporation	2573		16 00	
		[illegible] Oil Co.	2574		12 70	
		Sears Oil Co	2575		13 00	
		Penn Oil Co.	2576		54 6[illegible]	

C123

7383

E 1519

(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	
[illegible]	legal	legal [illegible]	Joint [illegible]	Salaries	Officers salaries	contract services	Travel entertain	auto expense	[illegible]	
										1
					2046 37					2
					2712 15					3
										4
								29 12		5
			200 00							6
			150 00							7
							X 733 00			8
						85 00				9
		1650 00								10
		515 00		700 00	600 [illegible] 100 J. Daniel				45 52	11
										12
										13
					2329 3					14
					3011 35					15
										16
										17
										18
										19
		870 00								20
										21
		925 00								22
										23
									4 34	24
										25
										26
										27
								11 00	11 00	28
								11 00	11 00	29
									60 94	30
										31
			500 00							32
								16 00		33
										34
								13 00		35
										36

7384 E 1520

[illegible]	commissions	Office supplies	
	125 00		1
100 00			13
	250 00		14
	250 00		16
		41 54	18
	250 00		19
[illegible]100 00	625 00	41 54	

CP 3

7385

E 1521

	auto [illegible]	rent	purchase [illegible]	[illegible] restaurant	customs deposit	sales tax	broker fees	decoration	[illegible]	[illegible]
1										
2										
3										
4									51 00	
5										
6										
7										
8										
9										
10										
11		325 00								
12									1000 00	
13										
14										
15										
16										
17			41 25							
18										
19										
20										
21		375 00								
22										
23									101 24	
24										
25			23 56							
26								10 00		
27										
28										
29										
30										
31										
32										
33										
34										
35										
36										

7386

E 1522

o D 4

				(1)	(2) cash		(4) acc p/p
					84586 42		8084
April	19	Cities Service Oil Corporation	2577		50 60	✓	50 60
	19	Cities Service Oil Corporation	2578		76 60	✓	
	19	Carte Blanche	2579		61 91	✓	
	19	Frank Morrison	2580		70 45	✓	
	19	Bell Telephone (Frank Morrison	2581		310 10	✓	
	19	Bell Telephone Company	2582		43 30	✓	
	19	American Express Company	2583		861 56	✓	
	21	Frank Morrison	2584		324 27	✓	
	21	Brother Moran	2585		217 82	✓	
	21	Fred Sandler	2586		206 25	✓	
	21	Marilyn Walker	2587		72 65	✓	
		Void	2588				
	21	Diners Club	2589		61 88	✓	
	21	Underwood Bank & Trust Co.	2590		860 21	✓	
	21	Getty Oil Co.	2591		23 10	✓	23
	21	Gulf Oil Corporation	2592		43 00	✓	
	21	Phillips Petroleum Corporation	2593		71 82	✓	
	21	Humble Oil Co.	2594		50 25	✓	50 2
	21	Humble Oil Co.	2595		46 60	✓	
	21	Main Line Fleets Inc	2596		758 76	✓	
	21	National Tax Institute	2597		200 00	✓	
	25	National Tax Institute	2598		400 00	✓	
	25	A. J. Pelagatti + Cary Eq.	2599		200 00	✓	
	25	A. J. Pelagatti + Engard Water Flea.	2600		1500 00	✓	
Mar	10		2601		2700 —	✓	

	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	
		3460 00	850 00	700 00	534 2 80	85 00		80 12	115 87	1
										2
								76 60		3
							61 91			4
										5
										6
										7
							561 56			8
					324 87					9
					247 85					10
				206 25						11
				72 65						12
										13
							64 88			14
										15
										16
								43 00		17
								71 88		18
										19
								46 60		20
								758 96		21
	200 00									22
	100 00									23
		200 00								24
		1500 00								25
										26
										27
										28
										29
										30
										31
										32
										33
										34
										35
										36
	[illegible]	[illegible]	850 00	[illegible]	[illegible]	85 00	[illegible]	[illegible]	115 87	37

	auto [illegible]	rent	[illegible] [illegible]	[illegible] [illegible]	[illegible] [illegible]	[illegible] tax	[illegible] fees	[illegible] tags	[illegible]	[illegible]
1		700 00	65 41							
2								10 00	1152 24	
3										
4										
5										
6										
7										
8									13 30	
9										
10										
11										
12										
13										
14										
15										
16							860 21			
17										
18										
19										
20										
21										
22										
23										
24										
25										
26										
27										
28										
29										
30										
31										
32										
33										
34										
35										
36										
37		70000	6541				86021	1000	116554	

E 1525

7389

Payroll Staff	Commission	Office equipment	[illegible] Payroll
800 00	625 00	91 54	
			90 15
			310 16
22 000 —			
22 000 00	625 00	91 55	400 61

CDB

				(1)	(2) cash		(3)	(4) acc pay
1972 April	28	Frank Moraini	1001		3242.72	✓		
	28	Madelyn Walker	1002		72.65	✓		
	28	Anthony Moraini	1003		2478.83	✓		
	28	The Beacon	1011		12150.00	✓		
	28	Bell Telephone Company of Penn	1012		2892.22	✓		
					21479.87			
1972 May	1	New York Telephone Co.	1004		114.12	✓		
	1	American Express	1005		38.69	✓		
	1	Gulf Oil Corporation	1006		43.00	✓		
	1	Cities Service Oil Co.	1007		24.45	✓		
	1	Philips Petroleum Co.	1008		43.30	✓		
	1	Marsh Telephone Exchange	1009		17.00	✓		
	1	Office Equipment Corp.	1010		100.70	✓		
	1	William Hyndman, III	1013		927.00	✓		
		VOID	1014					
	1	Nation of East New York	1015		500.00	✓		
	1	Benson Garages	1016		19.08	✓		
	1	Cash	1017		141.10	✓		
	1	Gotham Copy Center	1018		99.30	✓		
	1	Postmaster	1019		9.01	✓		
	1	Second Trust Bank	1020		2734.[illegible]	✓		
	1	Guard Trust Bank	1021		1053.00	✓		
	1	Anthony Moraini	1022		6662.00	✓		
	1	Frank Moraini	1023		5000.00	✓		
	4	Bell Telephone Co.	1024		1134.92	✓		
	5	Frank Moraini	1025		3242.72	✓		
	5	Madelyn Walker	1026		72.65	✓		
	5	Anthony Moraini	1027		2478.8[illegible]	✓		
	5	Postmaster	1028		10.25	✓		
	5	I.B.M.	1029		11.83	✓		
	5	Press Club	1030		70.00	✓		
	5	Fred Snyder	1031		713.45	✓		
					[illegible]			

E 1527

[illegible]	legal acctg	legal [illegible]	[illegible]	Salaries	Salaries officers	outside services	travel entertainment	auto expense	postage meter		
					324 27					1	
				72 65	72 65					2	2
					247 83					3	3
										4	
										5	
				72 65	572 10					6	
										7	
										8	
										9	
										10	
										11	
							38 69			12	
								43 00		13	
								24 65		14	
								43 36		15	
										16	
									100 10	17	
										18	
										19	
										20	
								14 08		21	
								191 10		22	
									9 93	23	
									9 01	24	
										25	
734 63										26	
053 00										27	
										28	
										29	
					324 27					30	30
				72 65						31	
					247 83					32	
									10 14	33	
									11 62	34	
									70 00	35	
				213 45						36	
[illegible]				286 10	572 10		30 67	321 17	111 11	37	

(13)

(19) …ult …te	(20) conversion	(21) office equipment	(22) J. Moran receivable	(23) insurance							line
				927 00							18
										6662 00	27
									loan payment	5000 00	28
				927 00						11662 00	37

7393 E 1529

	auto [illegible]	rent	franchise auto & gas	training materials	customs dispatch fees	sales tax	broker fees	licence tags	telephone	mi
1										
2										
3										
4		1215 00								
5										
6		1215 00							288 22	
7									288 22	
8										
9										
10										
11										
12									114 12	
13										
14										
15										
16										
17									17 00	
18										
19										
20		500 00								
21										
22										
23										
24										
25										
26										
27										
28										
29										
30									1134 92	
31										
32										
33										
34										
35										
36										
37		500 00							1166 [illegible]	

CPC

E 1530

7394

					Cash		Acc
1					22672 46		
2	1972 May	5	Bell Telephone Company	1032	500 00	X	
3		1	North American Land Development	1033	10000 00	X	
4		10	Fred Sanders	1034	18 17	X	
5		10	Anthony Morani	1035	166 55	X	
6		10	Berkebile Zuber, D'Agostino - Attorneys	1036	350 00	X	
7		12	Fred Sanders	1037	213 45	X	
8		12	Frank Morani	1038	324 27	X	
9		12	Madelyn Walker	1039	72 65	X	
10		12	Anthony Morani	1040	247 83	X	
11		15	Pete Slapp Chevrolet	1041	3686 61	1	3686 6
12		15	Goodway Copy Center	1042	23 32	VB - 23 22 corrected on	
13		18	North American Land Development	1043	5000 00	X	
14		18	Penna. Dept. of Revenue	1044	310 58	✓	
15		16	Penna. U. C. Fund	1045	194 38		
16		18	Internal Revenue Serv.	1046	63 66	X	
17		18	Internal Revenue Serv.	1047	1847 66	X	
18		18	National Tax Institute	1048	225 00	X	
19		19	Frank Morani	1049	324 27	X	
20		19	Anthony Morani	50	247 83	X	
21		19	Irwin Old	51	450 00	X	450 0
22		15	L. Perci	52	112 00	✓	
23		19	Fred Sanders	53	260 00	X	
24		22	Ron Lewitt Chevrolet	54	3040 00	X	3040 0
25		22	Brian Olson	55	38 41	X	
26		26	Bell Telephone Co.	56	700 00	X	
27			VOID	57			
28		30	Madelyn Walker	58	31 80	✓	
29		30	Fred Sanders	59	250 00	X	
30		30	Frank Morani	60	282 90	X	
31		30	William Nash	61	282 90	X	
32		31	McCafferty Ford	62	2770 00	✓	2770 0
33		31	Ronald H. [illegible]	63	[illegible]	✓	
34		31	Earned Tax	64	125 00	✓	
35		31	Earned Tax	65	100 00	✓	
36		31	Internal Revenue Service	66	966 12	✓	
37					[illegible]4966 67		[illegible]

[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	(10)	(11)	(12)	(13)	(14)	
[illegible]	[illegible]	[illegible]	[illegible]	Salaries	offices	[illegible]	travel	auto	petty	
87.63				286.10	572.10		38.69	321.19	211.71	1
										2
										3
							18.72			4
										5
		350.00								6
				213.45						7
					324.27					8
				72.65						9
					247.83					10
										11
									23.32	12
										13
										14
										15
										16
										17
	225.00									18
					324.27					19
					247.83					20
										21
										22
										23
								38.41		24
										25
										26
										27
				31.80						28
										29
				~~282.40~~	282.40					30
					282.40					31
										32
	178.25	178.25								33
										34
										35
										36
[illegible]	225.00	178.25		604.00	[illegible]		[illegible]	[illegible]	235.03	37

E 1532

7396

		auto		[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]		
		[illegible]	rent	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
	1		500.00							1266.04	
2	2									~~500.00~~	
	3										
	4										
	5										166
	6										
	7										
	8										
	9										
	10										
	11										
	12										
	13										
	14										
	15										
	16										
	17										
	18										
	19										
	20										
	21										
	22							1112.00			
	23										
	24										
	25										
	26										
	27									~~70.00~~	
	28										
	29										
29 30	30										
	31										
32	32										
	33										
	34		125.00								
	35		400.00								
	36										
	37		1025.00					1112.00		1266.04	[illegible]

roll accts	commissions	office equipment	& Misc receipts	insurance			Line
				927 00		11162 00 ✓	1
					T Deposit	500 00 ✓	2
					Loan Rec	60000 00 ✓	3
					Loan Rec	5000 00 ✓	13
						310 58 ✓	14
						191 35 ✓	15
						63 66 } ✓	16
						1847 66 }	17
					Draw [illegible]	250 00 ✓	23
					Dep 1	700 00 ✓	26
					Draw	250 00 ✓	29
						966 12 ✓	36
				927 00		[illegible]	

(D?)

7398

E 1534

					(1)	(2)	(3)	(4)
						cash		acc. pay
1						5466 67		10146 61
2	May	30	Penna. U. C. Fund	1067		135 64		
3		30	Penna. Dept. of Revenue	1068		98 75 ✓		
4								
5								
6						5701 06		10146 61
7								
8	1952 June	1	Anthony Mannino	1069		92 20 ✓		
9		1	Sheldon Staub	1070		90 20 ✓		
10		1	Frank Mannino	1071		313 20 ✓		
11		1	Anthony Mannino	1072		92 20 ✓		
12		1	Sheldon Staub	1073		90 20 ✓		
13		1	VOID (stop payment)	1074		-0-		
14		1	Fred Sanders	1075		250 00 ✓		
15		1	Gustine J. Pellegatti	1076		3000 00		
16		5	Stech	1077		91 50 ✓		
17		6	Penna U. C. Fund	1078		6 36		
18		7	Fred Sanders	1079		25 58 ✓		
19		7	Ray Sussex Ind.	1080		1043 83 ✓		
20		8	Glen Chandler	1081		3312 00 ✓		
21		8	Frank Mannino	1082		313 20 ✓		
22		8	Anthony Mannino	1083		92 20 ✓		
23		8	Sheldon Staub	1084		90 20 ✓		
24		8	William Nash	1085		313 20 ✓		
25		8	Fred Sanders	1086		250 00 ✓		
26		8	William Nash	1087		313 20 ✓		
27		8	Robert J. Hannum, jr.	1088		533 17 ✓		
28		8	Pocono Lutons	1089		3000 00 ✓		
29		7	E. J. Porcelli	1090		324 00 ✓		
30		15	C. A. R.	1091		84 60 ✓		
31			Furniture Outlet	1092		1525 00 ✓		1525 00
32		16	Jno. Powell	1092		500 00 ✓		
33		16	Bass & Co.	[illegible]		874 22 ✓		
34		16	Fred Sanders	[illegible]		250 00 ✓		
35		16	Void	1095		-0-		
36								
37						[illegible]		

. CV 7

E 1535

7 63	22500	52025		60400	228210		5746	35960	23503	1
										2
										3
										4
										5
7 63	22500	52025		60400	228210		5746	35960	23503	6
										7
					9220					8
				7020						9
					31320					10
					9220					11
				9020						12
										13
										14
	300000									15
										16
										17
							2556			18
										19
										20
					31320					21
					9220					22
				9020						23
					31320					24
										25
					31320					26
										27
										28
	32400									29
						8960				30
										31
	90000									32
										33
										34
										35
										36
	[illegible]			[illegible]	[illegible]	[illegible]	[illegible]			37

CD 7

7400

E 1536

	rents		franchise	training	customer	sales
	[illegible]	rent	[illegible]	material	deposit refund	tax
1		1025 00				
2						
3						
4						
5						
6		1025 00				
7						
8						
9						
10						
11						
12						
13						
14						
15						
16						
17						
18						
19						
20						
21						
22						
23						
24						
25						
26						
27						
28						
29						
30						
31						
32						
33						
34						
35						
36						
37						

C-D7 - 7401 E 1537

	Misc Taxes	telephone	interest expense	[illegible]	commissions	office expense	[illegible]	
2 00		1266 04	166 55					1
								2
								3
								4
								5
2 00		1266 04	166 55					6
								7
								8
								9
								10
								11
								12
								13
								14
								15
								16
								17
								18
								19
								20
								21
								22
								23
								24
								25
								26
								27
								28
								29
								30
								31
								32
								33
								34
								35
								36
								37

c. D8

7402 E 1538

	(1)	(1)		(1)
	[illegible]			General
1	927 00			31744 40
2				135 64 ✓
3				98 75 ✓
4				
5				
6	927 00			31978 79
7				
8				
9				
10				
11				
12				
13			[illegible]	250 00 ✓
14				
15				
16			[illegible]	41 50 ✓
17			P [illegible]	6 36 ✓
18				
19			[illegible]	4043 60 ✓
20			[illegible]	3012 00
21				
22				
23				
24				
25			[illegible]	250 00 ✓
26				
27			[illegible]	533 [illegible] ✓
28			[illegible]	2000 00 ✓
29				
30				
31				
32				
33			[illegible]	14 [illegible] ✓
34			[illegible]	250 00
35				
36				
37				[illegible]

C D 9 7403 E 1539

					(1)	(1) cash	(1)	(1) acc
1						21875 34		35 2 5
2			Void	1097				
3	Jan	23	Fred Sands	1098		250 00		
4		26	Special Bank	1099		3208 62		
5		29	Irwin Powell	1100		500 00		
6		29	National Tax Institute	1101		225 00		
7		30	Bell Telephone Co.	1102		141 48		
8		30	Marsh Exchange	1103		34 00		
9		30	Bell Telephone Company	1104		21 12		
10		30	Bell Telephone Company	1105		107 53		
11		30	American Express	1106		15 75		
12		30	Humble Oil + Refining Co.	1107		3 54		
13						26432 38		35 2 5
14								
15			North American Land	2604		5000 00		
16			U S Sales + Information	05		1247 71		
17			U S Sales + Information	06		2000 00		
18			U S Sales + Information	07		2000 00		
19			"Special Trust Acct"			10247 71		
20								
21								
22								
23								
24								
25								
26								
27								
28								
29								
30								
31								
32								
33								
34								
35								
36								
37								

E 1540

	(i)	(i)	(i)	(i)	(10)	(11)	(11)	(11)	(11)	
[illegible]	[illegible]	[illegible]	[illegible]	salari[illegible]		[illegible]	travel	[illegible]	postage,	
	[illegible]	[illegible]	[illegible]		[illegible]	[illegible]	subsistence	[illegible]	office	
	3824 00			270 60	1529 40	84 60	75 50			1
										2
										3
862										4
	500 00									5
	225 00									6
										7
										8
										9
										10
							15 75			11
								3 54		12
862	4549 00			270 60	1529 40	84 60	41 33	3 54		13
										14
										15
										16
										17
										18
										19
										20
										21
										22
										23
										24
										25
										26
										27
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										29
										30
										31
										32
										33
										34
										35
										36
										37

c 109 – 7405 E 1541

	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
1										
2										
3										
4										
5										
6									171 48	
7									34 00	
8									21 12	
9									107 53	
10										
11										
12										
13									354 13	
14										
15										
16										
17										
18										
19										
20										
21										
22										
23										
24										
25										
26										
27										
28										
29										
30										
31										
32										
33										
34										
35										
36										
37										

7406 E 1542

		126 1 1 16	1
	Dean	25 0 00 ✓	3
		1286 1 16	13
	Loan Rec	500 0 00	15
2 4 7 71			16
00 0 00			17
0 0 0 00			18
2 4 7 71		500 0 00	19

CD 10 — 7407 — E 1543

1972				Cash (1) Paym.	(2) Ginard	(3) Acctdg	(4) Misc. Car Rent.
July	11	Jim Pecall	1105	500 —			
	5	Phillips Petroleum	9	88 47			
		~~Carte Blanche~~ Cities Service Oil Co.	10	71 07			
		Carte Blanche	11	93			
		Amer. Express	12	137 29			
		Fred Sanders	13	250 —			
		Alcda Lake Estates	14	2500 —			
		Void —	15	—			
	13	Cities Service Oil	16	7 20			
	3	Raymond LaVigne	17	772 50			
	5	Carte Blanche	18	66 55			
		Bell Tel Co	19	245 30			
		Amer. Express	20	1276 24			
		Gus Pellagotti	21	1500 —			
		Diners Club	22	23 19			
		Elkins Park House	23	28 44			
		Selby Office Furniture	24	49 50			
		Dearden Stationery	25	57 11			
	10	Harry Liebergot	26	123 53			
		Fox's Flowers	27	21 20			
		Stack Sales Corp	28	91 50		91 50	
	13	Raymon LaVigne	29	772 50			
		Automobile Invoice Serv	30	40 —			
	17	Pa. Y. C. Fund	31	7 78			
	18	Bell of Pa.	32	10 51			
	14	Robt. E. Rogers	33	17 23			
		Manheim Auto Auction	34	15			
	18	Sterling Comm. Photo Service	35	21 86			
	19	Bryson East Garage	36	[illegible] 78			
		Void	37				
	20	Main Line Electr	38	778 76			
	21	Manheim Auto Auction	39	21 —			
	24	Bell of Pa	40	253 77			
	26	E. Linco	41	155			
		" "	42	200 —			
	28	Ray Lavine	43	772 [illegible]			

CP(?)

	Salaries Officers	Other	Outside Services	T&E	Auto Exp	Office Supp, Misc	Club Exp, Memberships Lobbying	Franchise Advertising	Tel Exp	
1										
2					88 42					
3					71 07					
4				93						
5				137 89						
6										
7										
8										
9					7 20					
10		772 50								
11				66 55						
12									245 30	
13				1276 94						
14										
15				23 19						
16										
17						49 50				
18						57 11				
19										
20								21 20		
21										
22		772 50								
23										
24										
25									10 51	
26										
27							15 —			
28						21 86				
29					43 78					
30					752 96					
31							21 —			
32									253 77	
33										
34			200 —							
35		772 50								
36										
37		2317 50	200 —	1505 50	963 43	128 47	36 —	21 20	509 58	
		✓	✓	✓	✓	✓	✓			

010

7409

E 1545

	Legal & Acctg.	Rent	Broker Fees	Commiss	Auto Purch	Tng. Mats Supplies
1	500 —					
2						
3						
4						
5						
6						
7				250 —		
8						
9						
10						
11						
12						
13						
14	1500 —					
15						
16						
17						
18						
19						123 53
20						
21						
22						
23						
24						
25						
26						17 23
27						
28						
29						
30						
31						
32						
33		125 —				
34						
35						
36						
37	2000 —	125 —		250 —		[illegible]

7410 E 1546

C/D/C

(11) (12) (13) (14) (15) (16) (17) (18)

General Exp. - Cont.

Alcoh. Sales taxes	25 00 —	✓
Franchise Exp.	25 44	✓
Office Equip.	91 50	✓
Dues & Subs	40 —	✓
Pa U. C.	7 78	✓
~~Training Travel & Lodging~~	~~17 23~~	
	216.17	

CDII

E 1547

1977				Cash Cr	Girard	Accts Pay
Aug	1	Murray Rubin	1144	35 -	✓	
	3	M. Burr Keim Co.	1145	1500	✓	
	3	Pa. Dept Banking	1146	10 -	✓	
	3	Frank Maiorana	1147	2000 -	✓	
	14	Daniel Robinson	1148	1293 -	✓	
	14	Daniel Robinson	1149	5000 -	✓	
	14	Giambetti & Walton	1150	3000 -	✓	
	14	Ray Lavigne	1151	772 50	✓	
	14	Ray Lavigne's Mother	1152	1700 -	✓	
	16	U.S. Post Office	1153	5000 -	✓	
	16	Pa Dept Revenue	1154	16 -	✓	
	16	Walter Gordon	1155	4 -	✓	
	22	Harold Zint	1156	510 -	✓	
	24	Ray La Vigne	1157	772 50	✓	
	30	Marsh Exchange	1158	17 -	✓	
	30	Frank Dula Press	1159	123 96	✓	
	30	Ian Purcell	1160	500 -	✓	
	31	R.J. Conway	1161	575	✓	
				50118 21	—	—
				✓		
9	8	Pa Dept Revenue	1162	150 -	✓	
	15	Bell of Pa	1163	2411 53	✓	
	15	Ed Myers	1164	1199 75	✓	
	21	Lu Stone STOPPED	1165	—		
	22	V.A.L.D.C. 1167 VOID	1166	233 19	✓	
	25	Michael O'Brien	1168	1653 30	✓	
	27	Natl. Tax Institute	1169	275 -	X	
	28	E.J. Forcelli	1170	300 -	✓	
	29	Michael O'Brien	1171	1653 30	X	
	29	Main Line Fleets	1172	7596 60	X	
				4510 43		
				✓		

Net Salaries Officers	Others	Outside Services	T & E	Auto Exp	Office Supp, Postage	
						1
						2
						3
						4
						5
						6
						7
	772 50					8
						9
						10
						11
						12
						13
	772 50					14
						15
						16
						17
						18
—	1545 —	—	—	—	—	19
	✓					20
						21
						22
						23
						24
						25
	165 30					26
						27
						28
	165 30					29
						30
	330 60					31
	✓					32
						33
						34
						35
						36
						37

C D 11 7413 E 1549

	Auto Exp— Handling Dues	Tel Exp	Legal & Acctg	R. LaVigne Draw	Auto Purch	Tax Motor Supp
1						
2						35 —
3						
4						
5						
6						
7						
8						
9						
10						
11	46 —					
12	4 —					
13						
14		17 —				
15						
16						
17						123 96
18			500 —			
19			5 25			
20	[illegible]	17 —	505 25			158 96
21		ck	ck			46 —
22		265 43				
23						
24						
25						
26						
27			225 —			
28						
29						
30						
31		265 43	225 —			
32		ck	ck			
33						
34						
35						
36						
37						

E 1550

C B 11 7414

Line		Commiss.	Auto Exp				General Expl.	Amt.	
1									
2	19 —								
3							S.C.	15 —	✓
4							Due fr Frank	2000 —	✓
5							Title Insur. Robinson Estate	1293 —	✓
6						Due fr [illegible]	[illegible]	5000 —	✓
7						Due fr [illegible]	[illegible]	3000 —	✓
8							[illegible] Investment	1200 —	✓
9									
10						D/f	North Amer Exch.	5000 —	✓
11			16 —				~~Auto Exp~~	~~16 —~~	
12			4 —				Sales (Refund)	550 —	✓
13									
14							Due fr Frank M	(200 —)	✓
15									
16									
17									
18									
19	19 — ✓		20 — ✓					17553 —	
20									
21							Sales Tax Exch	130 —	
22									
23		119 25							
24									
25							Due fr North Amer Exchange	2331 19	✓
26									
27									
28							Sales	300 —	✓
29									
30			758 96						
31		119 25 ✓	758 96 ✓					25 11 19	
32									
33									
34									
35									
36									
37									

1972			Ck #	Cash Proc		Accts Pay	New No
Oct	2	Bell of Pa.	1173	193 54	X		
		Copi Quik	4	20 13	X		
		Roy A. Richter	5	272 55	X		
	3	Carte Blanche	6	213 —	X		
		Ed Myers	7	119 25	X		
		American Express	8	378 69	X		
	4	Mobile Printing	9	100 —	X		
		Nat'l Auto-Brokers Corp	1180	100 —	X		
		Carte Blanche	1	143 45	X		
	6	NALDC	2	1150 —	X		
		Michael O'Brien	3	165 30	✓		
	11	Greater Phila. Chamber Of Comm	4	100 —	X		
	12	James W. Tracy Esq.	5	300 —	X		
	13	Andrew Brannfield	6	100 —	X		
		R. LaVigne	7	100 —	X		
		Joseph Maiorana	8	1000 —	X		
		Frank Maiorana	9	1000 —	X		
		Michael O'Brien	1190	165 30	X		
	19	Anthony Maiorana	1	2000 —	X		
	20	M. O'Brien	2	165 30	✓		
	23	Magazh Exchg.	3	34 —	X		
	24	Fox Pavilion	4	2003 16	✓		
		Frank Trainer	5	200 —	X		
		Main Line Elects	6	755 96	X		
	27	Bell Tel. Of Pa.	7	276 97	✓		
		Casey Stout	8	125 —	✓		
		Bell Tel of Pa.	9	333 61	✓		
		Karl Hickock	1200	134 75	✓		
		Main Line Elects	01	379 45	✓		
		M. O'Brien	01	165 30	✓		
	28	Main Line Elects	03	1240 20	✓		
		" " "	04	651 90	✓		
	31	" " "	1205	351 17	✓		
				12251 36			
				W			

CP17 7416 **E 1552**

Net Salaries Officers	Net Salaries Others	Outside Services	T & E	Auto Exp	Office Sup & Postage	
						1
						2
						3
			213 —			4
						5
			378 69			6
						7
						8
			143 45			9
						10
	165 30					11
						12
						13
						14
						15
						16
						17
	165 30					18
						19
	165 30					20
						21
						22
						23
						24
						25
		125 —				26
						27
		134 75				28
						29
	165 30					30
						31
						32
						33
	661 20	259 75	[illegible]			34
						35
						36
						37

	Auto Exp – Headleys Dlr	Tel Exp.	Legal & Acctg.	R. Talley Draw	Auto Purch	Tang Mdse Exp.
1		19854				
2						
3						
4						
5						
6						
7						100 –
8						
9						
10						
11						
12						
13			300 –			
14			100 –			
15				400 –		
16			~~400~~ ←			
17						
18						
19						
20						
21		34 –				
22						
23			200 –			
24						
25		27697				
26						
27		33361				
28						
29						
30						
31						
32						
33						
34		84312	600 –	400 –		100 –
35		✓	✓	✓		✓
36						
37						

BEST COPY AVAILABLE

Sale		Credits				General	
	Commiss.	E.F.P.				Exp'l.	Amt.
2043						Sales	272.55
	119.25						
						Cash PNB	100.—
						Due T/F Mother Annex	1150.—
						Due a Subr	100.—
						Due T/F [illegible] Life	1000.—
						Due T/F Frank M.	1000.—
						Due T/F a. Mary M.	2000.—
						Rent	2003.76
		755.96					
		379.45					
		1240.20					
		651.90					
		336.12					
2043	119.25	3386.66					7626.31
	4	17.—					

1977			Ck #	Cash Prev	Cash PNB	Accts Pay	N Car
Nov	1	Ron Hetrich Moving (reimb)	1206	88 — C			
	3	M. O'Brien	07	165 30			
	9	Ronald J. Pugh	08	400 —			
	10	M. O'Brien	09	165 30 C			
	14	Ron Israelit	1210	667 40 C			
		Alfred Howell Atty.	11	5242 43 C			
		" " "	2	156 50 C			
		" " "	3	350 — C			
		R. LaVigne	4	1250 — C			
		Oskar Franklin	5	657 64			
		Alice & Fred McIlvain	6	520 — C			
		R. LaVigne	7	500 — C			
	20	Action Press	8	232 36 C			
	17	M. O'Brien	9	165 30 C			
	20	R. LaVigne	1220	250 — C			
	21	Pa. U.C. Fund	1	195 98			
		" " "	2	139 27			
		Larry Spector	3	225 — C			
[illegible]		South Cameron Tel Co	4	381 09			
	24	Joseph Notarianni	5	3115 90 C			
		M. O'Brien	1226	165 30 C			
				14975 77			
Oct	12	Ronald Israelit Esq.	103A	~~400 —~~	400 — C		
	13	U.S. Sales & Inform. Serv. Inc			1775 — C		
	31	Totals			2175 —		

CDI's 2420 E 1556

Net Salaries Officers	Salaries Others	Outside Services	Tax E	Auto Exp	Office Supplies	
						1
	165 30					2
						3
	165 30					4
						5
						6
						7
						8
						9
						10
						11
						12
						13
	165 30					14
						15
						16
						17
						18
						19
						20
	165 30					21
	661 20					22
						23
						24
						25
						26
						27
						28
						29
						30
						31
						32
						33
						34
						35
						36
						37

CPT

E 1557

7421

	Auto Exp Handling & Deliv	Tel. Exp.	Legal & Acctg	R. Lattyoo Draw.	Auto Purch	Temp Mat & Sup.
1						
2						
3						
4						
5						
6			607 40			
7						
8			350 —			
9						
10				1,250 —		
11						
12						
13				500 —		
14						232 36
15						
16				250 —		
17						
18						
19			225 —			
20		381 09				
21						
22						
23		381 09	1182 40	2000 —		232 36
24						
25			400 —			
26						
27			400 —			
28						
29						
30						
31						
32						
33						
34						
35						
36						
37						

ce	Commiss.	Auto Exp.				General Expl.	General Amt.	
						Meeting Exp	88 —	✓
						Sales —	400	✓
						[illegible]	57 50	✓
					Due T/F	Schullers Deed	5154 59	✓
					Rec Fut	Transfer Tax & Record Costs	156 50	✓
					Due T/F	Franklin Ridge	657 64	✓
					Rec Fut	McKlain Ridge	520	✓
						Pa A/c	195 98	✓
						Pa A/c	139 27	✓
						Tax Pay Grand Ill Property [illegible]	3115 90	✓
							10513 72	
						Eiclig	17 75	✓
							17 75	

CD.

-7423 E 1559

1972		Ck #	Cash Paid		Accts Pay	Non Card
Dec 1	M. O'Brien	1227	165	30		
	Domenica Maino	8	45	—		
8	" "	9	80	—		
	Mildred K. Orviston	1230	60	—		
	M. O'Brien	1	165	30		
	Ronald Israelit	2	400	—		
12	Nat'l Tax Institute	3	500	—		
	R. LaVigne	4	500	—		
13	Postmaster	5	10	40		
	AAA Auto Club	6	53	—		
15	M. O'Brien	7	165	30		
	Dominica Maino	8	80	—		
	Mildred K. Orviston	1239	160	—		
18	Bell Tel. Co. of Pa	1240	75	23		
19	Frank Maiorana	1	10000	—		
	Anthony Maiorana	2	7500	—		
	" "	3	4000	—		
	Frank Maiorana	4	21915	—		
20	M. O'Brien Insurance Agency	5	520	35		
22	Benson Garage	6	11	66		
	M. O'Brien	7	165	30		
	Dominica Maino	8	80	—		
	R. LaVigne	9	750	—		
	Krowitz & Siegel	1250	750	—		
26	E. J. Porcelli - for Blanchard Shelter Dogs	1	200	—		
	Nat'l. Tax Institute	2	250	—		
	A. Maiorana	3	500	—		
27	March Telephone Exchange	4	34	00		
	Reardon Stationery	5	17	57		
	Carte Blanche	6	405	68		
28	R. LaVigne	7	2500	00		
	Joseph Notarianni	8	1000	00		
	Orban Franklin	9	[illegible]	[illegible]		
29	Dominica Maino	1260	80	00		
	Mike O'Brien	1	165	30		
	Benj Fox Revillon	2	[illegible]	[illegible]		
			[illegible]	[illegible]		

CDF

Net Officers	Salaries Others	Outside Services	T & E	Auto Exp	Office Supplies	
	165 30					1
		15 —				2
		80 —				3
		64 —				4
	165 30					5
						6
						7
						8
					10 40	9
				53 —		10
	165 30					11
		80 —				12
		160 —				13
						14
1000 —	~~1000 —~~					15
750 —	~~750 —~~					16
						17
						18
						19
				11 66		20
	165 30					21
		80 —				22
						23
						24
						25
						26
500 —						27
						28
					17 57	29
			405 65			30
						31
						32
						33
		80 00				34
	165 30					35
						36
						37
[illegible]	826 50	[illegible]	[illegible]	[illegible]	[illegible]	

C(1)14-

7425

E 1561

	Auto Exp, Handling	Tel Exp	Legal & Acctg	R. Salaries Commissions	Auto Purch	Trav Meals & Exp
1						
2						
3						
4						
5						
6			400 —			
7			500 —			
8				500 —		
9						
10						
11						
12						
13						
14	~~715 23~~	715 23				
15						
16						
17						
18						
19						
20						
21						
22						
23				750 —		
24			750 —	750 —		
25						
26			250 —			
27						
28		3400				
29						
30						
31				25000		
32			10000			
33			35592			
34						
35						
36						
37						
		4115 23	15900	150000		

7426 **E 1562**

Lic...	Commissions	Auto Exp.	Rent Exp.			General Expl.	Amount
		33 —					
						Due T/F C. Maiorana	4000 —
						Due T/F F. Maiorana	2191 5 —
						Prepaid Ins.	82035
						Due T/F Sun Life	750 —
						Vehicle Sales	200 —
							2 —
						Due T/F Sun Life	1000 —
						[illegible]	343 5
			19824				
			11400				
			8424				2990417

v.

E. 1563

				(1) Cash	(1)	(1) Acct's Payable	Misc Cr
1972				Rece			
Dec		Balance		43 238 45			
	29	Fred and Alice McDain	1264	3150 00			
	29	James Tracey	5	5000 00			
	29	James Tracey	6	3000 00			
				54 388 45			
				✓			
1973							
Jan	2	Milton Basalo	1267	500 00			
	2	Bell Telephone of Pa	8	160 20			
	4	Cash ~~500 00 – 77 07~~ Re Dep	9	500 00 422 93			
	5	City of Scranton	1270	2 00			
	5	Mike O'Brien	1	163 30			
	5	Domenica Nairn	2	80 00			
	5	Void	3	—			
	4	~~Frank Maiorana~~	4	7000 00			
	4	Frank Maiorana	5	4874 71			
	4	Leisure Life	6	12851 39			
	4	Pocono Futures	7	11539 90			
	5	Phila Traffic Court	8	6 00			
	5	Ray La Vigne	9	300 00			
	5	Francis J. McCabe Jr.	1280	125 00			
	8	Gulf Oil Company	1	36 57			
	8	Cities Services Oil Co.	2	12 64			
	8	Humble Oil Refining	3	9 00			
	9	~~Philadelphia Traffic Court~~	4	6 00			
	9	Philadelphia Traffic Court	5	11 00			
	9	Philadelphia Traffic Court	6	11 00			
	9	Bell Telephone of Pa	7	69 80			
	9	Aldino Mana	8	11 97			
	9	Walter Flecca Cooper	9	85 50			
	9	Philadelphia Inquirer	1290	30 28			
	9	Phillips Petroleum	1	90 37			
	9	American Oil	2	20 28			
	9	Cities Service	3	86 10			
	9	~~Blue Cross~~ VOID	4	40 45			
	9	Courier Post	5	17 55			
				38 611 93			

E 1564

Net Salaries		Outside		Auto	Office	
Officers	Others	Services	T-E	Expense	Supplies	
			40568	6466	3797	1
1800000	83650	59200				2
						3
						4
						5
1800000	83650	59200	40565	6466	3797	6
✓	✓	✓	✓	✓	✓	7
						8
						9
						10
			10000	3000	200	11
				200		12
	16530					13
		8000				14
						15
						16
						17
						18
						19
				600		20
						21
		12500				22
				8657		23
				1266		24
				4000		25
				600		26
				1100		27
				1100		28
						29
			1193			30
						31
						32
				9027		33
				2008		34
				8010		35
						36
						37
	16530	20500	1193	36510		

	Int. Exp. Handl.	Tele. Expense	Legal Acctg.	R. Dealings	Auto Purch.	Ins. Trvl. Exp.
1		74923	115000	150000		
2			~~2650~~			
3			20000			
4			30000			
5		74923	165000	150000		
6		✓	✓	✓		
7						
8						
9		16020				
10						
11						3000
12						
13						
14						
15						
16						
17						
18						
19						
20				30000		
21						
22						
23						
24						
25						
26						
27						
28		6983				
29						
30			8550			
31						
32						
33						
34						
35						
36						
37		23003	8550	30000		

		Rent		General	
ice	Comm.	Exp.		Exp.	Amt.
		293.24			29018.17
				Due to/fr Fed. Mtge. Pay.	265.— ✓
		293.24 ✓			29277.17
				Public Rel.	500.00 ✓
			Exchange	~~[illegible]~~	~~500.00~~ 355.50 ✓
743.—					
				Due To/Fr F.M.	1000.00 ✓
				Due To/Fr F.M.	374.11 ✓
				Due To/Fr Q.L.	1255.34 ✓
				Due To/Fr Roc	1153.90 ✓
				Franchise Adv.	30.25 ✓
				[illegible]	[illegible]
					[illegible]

CB

7431-

E 1567

Jan 73				(1) Cash Credit	(2)	(3) Accts Payable	New Car
	9	Balance Brought Fwd.		3867748			
	9	Info. Coffee Service	1296	9980			
	11	Bell of Pa	7	3355			
	11	National Tax Institute	8	22500			
	12	Francis J McCabe Jr.	9	9610			
	12	Domenico Naino	1300	6147			
	12	Mike O'Brien	1	16399			
	15	S.E. Credit Corp.	2	100000			
	15	Void	3	—			
	15	Sylvain Savadose	4	25000			
	15	Ray La Vigne	5	30000			
	16	Fidelity Bank	6	122221			
	15	Mainline Elects Inc	7	112890			
	17	Mainline Elects Inc	8	112890			
	18	Ronald Rowand	9	20000			
	19	Raymond La Vigne	1310	30000			
	19	Francis J McCabe Jr.	1	9610			
	19	Domenic Naino	2	6147			
	19	Mike O. Brien	3	16399			
	19	Phila Traffic Court	4	6000			
	19	Blue Cross of Greater	5	24120			
	26	Raymond La Vigne	6	30000			
	26	Ronald Ascrale	7	60000			
	06	Joseph Notaianni	8	60000			
	26	Francis J McCabe Jr.	9	9610			
	26	Domenic Naino	1320	6147			
	26	Mike O Brien	1	16399			
	26	Benson East Garage	2	2600			
	30	Village Ford (Kirkland	3	352800			
				5080977			

W

CBT 1432 E 1568

Net Salaries Officers	Net Salaries Others	Outside Services	T-F	Auto Exp.	Office Supplies	
	165 30	205 00	11 93	365 90		1
						2
						3
						4
	96 10					5
	61 47					6
	163 99					7
						8
						9
						10
						11
						12
				1128 90		13
				1128 90		14
						15
						16
	96 10					17
	61 47					18
	163 99					19
				6 00		20
						21
						22
						23
						24
	96 10					25
	61 47					26
	163 99					27
				25 00		28
						29
	1129 98	205 00	11 93	2654 70		30
	W	W	W	W		31
						32
						33
						34
						35
						36
						37

7433 E 1569

	Auto Exp Kendl.	Tele Exp	Tegal Acct	R. La Vigne	Auto Purch.	Trng Mat Exp
1		230.02	85.50	300.00		
2						
3		52.55				
4			225.00			
5						
6						
7						
8						
9						
10			250.00			
11				300.00		
12						
13						
14						
15			200.00			
16				300.00		
17						
18						
19						
20						
21						
22				300.00		
23			600.00			
24			600.00			
25						
26						
27						
28						
29					3528.00	
30		282.57	1960.50	1200.00	3528.00	
31		ll	ll	ll	ll	
32						
33						
34						
35						
36						
37						

1454

E 1570

ice nse	Commis	Rent				General Ledger Acct	General Ledger Amt
1755							3729528
5950							
						Investment	1000.00 ✓
						Loan Payable	1223.21 ✓
						Blue Cross	241.20 ✓
7730							3975969
115							✓

E 1571

EXHIBIT
U. S. DIST. COURT
S. D. OF N. Y.

Sheet No.

7435

Account No.

Terms

NAME Cash in Bank - Garden State Bk of N.

Rating

ADDRESS

Credit Limit

DATE 1972	ITEMS	FOLIO	√	DEBITS	DATE 19	ITEMS	FOLIO	√	CREDITS
July 31	Balance			81 15					

5

DATE 1-26-7[illegible]

E 1572

Sheet No.
Terms
Rating
Credit Limit

7436

Account No.

NAME Cash in Bank Girard U.S. Sales Dep.
ADDRESS

18-450 Hammermill Ledger

DATE 1972	ITEMS	FOLIO	√	DEBITS	DATE 19	ITEMS	FOLIO	√	CREDITS
July 31	Balance			1,000 00					

E 1573

Sheet No. ____________ 7437 Account No. ________

Terms •

NAME Cash in Bank - Old York Rd.

Rating

ADDRESS

Credit Limit

18-450 National Hammermill Ledger

DATE 1972		ITEMS	FOLIO	√	DEBITS	DATE 19__		ITEMS	FOLIO	√	CREDITS
July	31	Balance			173 00						

E 1574

Sheet No.

Terms

Rating

Credit Limit

NAME Cash in Bank - Riggs

ADDRESS

7438

Account No.

18-450 NATIONAL HAMMERMILL LEDGER

DATE 1972		ITEMS	FOLIO	✓	DEBITS	DATE 19		ITEMS	FOLIO	✓	CREDITS
July	31	Balance			539 37						

E 1575

Sheet No. ______ 7439 Account No. ____

Terms NAME Cash in Bank - IVB Dealer Reserve

Rating ADDRESS

Credit Limit

18-450 National Hammermill Ledger

DATE 19 72	ITEMS	FOLIO	√	DEBITS	DATE 19	ITEMS	FOLIO	√	CRE
July 31	Balance			42 05					

E 1578

7440

Account No.

Sheet No.

Terms •

NAME Philadelphia National Bank

Rating

ADDRESS

Credit Limit

18-450	DATE 1973	ITEMS	FOLIO	√	DEBITS	DATE 1973	ITEMS	FOLIO	√	CREDITS
	Oct 30		CD13		100.00	Oct 30		CD13		3,125.0
	Oct 30		CR7		2000.00 2100.00					
	Oct 30		CR1		100.00 2200.00					
		25.00								

E 1577

7441

Account No.

Sheet No.

NAME Cash in Bank - Provident

Terms

ADDRESS

Rating

Credit Limit

DATE 1972	ITEMS	FOLIO	✓	DEBITS	DATE 19	ITEMS	FOLIO	✓	CREDITS
				7673					
July 31	Balance	CR1		19575 50	Aug 30		CD11		3011 8[illegible]
Aug 30		CR1		4721 55	Sept 30		CD11		981 6[illegible]
Sept 30		CR2		13619 00	Oct 30		CD12		15251 [illegible]
Oct 30		CR2		17209 47	Nov 30		CD13		14[illegible]5 [illegible]
Nov 30	366.28	CR2		55222 55 48590 00	Dec 30		CD15		3[illegible]3[illegible]
Dec 30		CR3		60738 96 16456 61	Jan 31		CD16		5580[illegible] 16585
Jan 31	4447.07								

E 1578

Sheet No.

7442 Account No.

Terms .

NAME cash on Hand.

Rating

ADDRESS

Credit Limit

18-450	DATE 1922		ITEMS	FOLIO	√	DEBITS	DATE 19		ITEMS	FOLIO	√	CREDITS
	July	31	Balance			200 00						

E 1579

7443 Account No.

Sheet No.

Terms

NAME Petty cash

ADDRESS

Rating

Credit Limit

NATIONAL 18-450

DATE 1972		ITEMS	FOLIO	✓	DEBITS	DATE 19		ITEMS	FOLIO	✓	CREDITS
July	31	Balance			150 00						

E 1580

Sheet No.

7444 Account No.

Terms

NAME Accounts Receivable - Franchise Fees

Rating

ADDRESS

Credit Limit

NATIONAL 18-450 HAMMERMILL LEDGER	DATE 1972		ITEMS	FOLIO	√	DEBITS	DATE 19		ITEMS	FOLIO	√	CREDITS
	July	31				9315 00						

E 1581

7445 Account No.

Sheet No.

NAME Accounts Receivable - Auto

Terms

ADDRESS

Rating

Credit Limit

DATE 19	ITEMS	FOLIO	√	DEBITS	DATE 19	ITEMS	FOLIO	√	CREDITS

E 1582

Sheet No.

7446

Terms

NAME Notes Receivable - Caydene

Rating

ADDRESS

Credit Limit

19-450 NATIONAL HAMMERMILL LEDGER

DATE 1972		ITEMS	FOLIO	√	DEBITS	DATE 19		ITEMS	FOLIO	√	CREDITS
July	31	Balance			150000 00						

E 1583

Sheet No.

Account No.

Terms •

NAME Due T/P North American Fund 7447

Rating

ADDRESS

Credit Limit

18-450

DATE 19 72	ITEMS	FOLIO	✓	DEBITS	DATE 19 72	ITEMS	FOLIO	✓	CREDITS
Aug 31		CD11		50000 00	July 31	Balance			663 4[illegible]
Sept 30		CD11		23311 19	Aug 31		CR1		3550 00
Oct 30		CD12		11500 00	Sept 30		CR1		1[illegible] 95 5[illegible]
Sept 30	161 630.93	CR1		140160 00 224971 19					

E 1584

Sheet No.

7448

Account No.

Terms

NAME Inventory

Rating

ADDRESS

Credit Limit

16-450 NATIONAL

DATE 1972		ITEMS	FOLIO	√	DEBITS	DATE 19__		ITEMS	FOLIO	√	CREDITS
July	31	Balance			5500 00						

E 1585

Sheet No.

7449 Account No.

Terms

NAME Investments

Rating

ADDRESS

Credit Limit

18-450

DATE 1972	ITEMS	FOLIO	√	DEBITS	DATE 19	ITEMS	FOLIO	√	CREDITS
July 31	Balance			845,510.00	July 31		JE3		56,000.00
31		JE13		137,500.00					
Aug 31	931,210.00	CD11		1,200.00 984,210.00					
Jan 31	932,210.00	CD1[illegible]		1,000.00 985,210.00					

E 1586

Sheet. No. 7450 Account No.

Terms NAME Carbondale Pa. [illegible]

Rating ADDRESS

Credit Limit

National 13-450 Hammerhill Ledger

DATE 1972		ITEMS	FOLIO	✓	DEBITS	DATE 19__		ITEMS	FOLIO	✓	CREDITS
July	21	O. Lorenz			[illegible]						
July	31		JE-10		1411500 00 1414500 60						

E 1587

Account No.

Sheet No.

NAME 7451 Alaska [illegible] [illegible]

Terms

ADDRESS

Rating

Credit Limit

18-450 National Merchandise Ledger

DATE 1972		ITEMS	FOLIO	√	DEBITS	DATE 19		ITEMS	FOLIO	√	CREDITS
July	31	Balance			75000 00						

E 1588

7452

Sheet No. ____________ Account No. ______

Terms

NAME Pia

Rating

ADDRESS Aleeda Development Corp — Purchasers

Credit Limit

18-450	DATE 1972	ITEMS	FOLIO	√	DEBITS	DATE 19__	ITEMS	FOLIO	√	CREDITS
	Sept 30		CR1		28000 00					

E 1589

7453 Account No.

Sheet No.	
Terms	
NAME	Olcada Julio [illegible] — Equip[illegible]
ADDRESS	
Rating	
Credit Limit	

18,450

DATE 1972	ITEMS	FOLIO	√	DEBITS	DATE 1972	ITEMS	FOLIO	√	CREDITS
July 31	Balance -0-			1600 00	July 31		J2-5		1600 00

E 1599

Sheet No.

7454 Account No.

Terms

NAME [illegible] Lake Estate – [illegible]

Rating

ADDRESS

Credit Limit

18-450 NATIONAL HAMMERMILL LEDGER

DATE 19[illegible]		ITEMS	FOLIO	√	DEBITS	DATE 19		ITEMS	FOLIO	√	CREDITS
July	31	Balance			190 00						

E 1591

7455

Account No.

Sheet No.

Terms •

NAME Company Cars

Rating

ADDRESS

Credit Limit

NATIONAL 18-450 HAMMERMILL LEDGER	DATE 1922	ITEMS	FOLIO	√	DEBITS	DATE 19	ITEMS	FOLIO	√	CREDITS
	July 31	Balance			3100 00					

E 1592

Sheet No.

Terms

Rating

Credit Limit

NAME Accum Depreciation – Equipment 7456

ADDRESS

National 18-450 Hammermill Ledger

DATE 19	ITEMS	FOLIO	√	DEBITS	DATE 1972		ITEMS	FOLIO	√	CREDITS
					July	31	Balance			[illegible]
						31	J	J 50		[illegible]
										[illegible]

E 1593

Sheet No.

Terms

Rating

Credit Limit

7457 Account No.

NAME Office Furniture - Fixtures

ADDRESS

15-450

DATE 19 32		ITEMS	FOLIO	√	DEBITS		DATE 19		ITEMS	FOLIO	√	CREDITS
July	31	Balance			3767	27						

E 1594

7458 Account No.

Sheet No.

Terms

NAME Accum – Depreciation – Furniture – Fixtures

ADDRESS

Rating

Credit Limit

18-450

DATE 19		ITEMS	FOLIO	√	DEBITS	DATE 1922		ITEMS	FOLIO	√	CREDITS
						July	31	Balance			323.12

E 1595

Account No.

Sheet No.

Terms

Rating

Credit Limit

NAME ·7459 Office Equipment

ADDRESS

18-450	DATE 19 72		ITEMS	FOLIO	√	DEBITS	DATE 19		ITEMS	FOLIO	√	CREDITS
	July	31	Balance			274 54						

E 1596

Sheet No. ____________

Terms

Rating

Credit Limit

7460 Account No. ____________

NAME Accum Depreciation - Office Equip

ADDRESS

18-450 HAMMERMILL LEDGER

DATE 19__	ITEMS	FOLIO	√	DEBITS	DATE 1972	ITEMS	FOLIO	√	CREDITS
					July 31	Balance			13

E 1597

Sheet No.

7461

Account No.

Terms

NAME Deposits Bell Telephone

Rating

ADDRESS

Credit Limit

16-450

DATE 1922		ITEMS	FOLIO	√	DEBITS	DATE 19		ITEMS	FOLIO	√	CREDITS
July	31	Balance			1200 00						

E 1598

7462

Sheet No. ____________

Account No. ______

Terms.

NAME Deposit Fund Carbondale

Rating

ADDRESS

Credit Limit

NATIONAL 18-450 HAMMERMILL LEDGER	DATE 19__	ITEMS	FOLIO	√	DEBITS	DATE 19__	ITEMS	FOLIO	√	CREDITS

E 1599

Sheet No. ____________ 7463 Account No. ____________

Terms

NAME Deposits – Benson Rent

Rating

ADDRESS

Credit Limit

18-450 NATIONAL HAMMERMILL LEDGER

DATE 1972	ITEMS	FOLIO	✓	DEBITS	DATE 19__	ITEMS	FOLIO	✓	CREDITS
July 31	Balance			1117 65					

7464 Account No.

Sheet No.

Terms

NAME Deposits, N. G. Bell

Rating

ADDRESS

Credit Limit

18.450 NATIONAL HAMMERMILL LEDGER

DATE 1972		ITEMS	FOLIO	√	DEBITS	DATE 19		ITEMS	FOLIO	√	CREDITS
July	31	Balance			150.00						

E 1601

Sheet No.

Terms

Rating

Credit Limit

NAME Prepaid Insurance

ADDRESS

7465

Account No.

National 18-450 Hammermill Ledger

DATE 1972		ITEMS	FOLIO	√	DEBITS	DATE 19	ITEMS	FOLIO	√	CREDITS
July	31	Balance			630 42					
Dec	31		CD15		820 35					
		1450.77			1450 77					

E 1602

Sheet No.

7466 Account No.

Terms

NAME Prepaid Pa. Taxes

Rating

ADDRESS

Credit Limit

NATIONAL | 18-450 HAMMERMILL LEDGER

DATE 1922		ITEMS	FOLIO	✓	DEBITS	DATE 19		ITEMS	FOLIO	✓	CREDITS
July	31	Balance			1950 30						

E 1603

Sheet No.

Account No.

Terms.

NAME Exchange Account 7467.

Rating

ADDRESS

Credit Limit

18-450 NATIONAL LEDGER

DATE 1972	ITEMS	FOLIO	√	DEBITS	DATE 1972	ITEMS	FOLIO	√	CREDITS
Oct 30		CD13		1775 00	July 31	Balance			[illegible]
Jan 31		CD15		500 00 2275 00	Oct 30	1180.41	CR2		2534 75 [illegible]
					Jan 31		CR3		[illegible]
					31	1180.41	J11		4209 [illegible]

E 1804

1406 Account No.

Sheet No.

Terms

Rating

Credit Limit

NAME Sales Tax Exchange

ADDRESS

DATE 1972	ITEMS	FOLIO	√	DEBITS	DATE 19	ITEMS	
Sept 30		CD11		180.00			

E 1608

Sheet No.

Terms

Rating

Credit Limit

7469

Account No.

NAME Accounts Payable General

ADDRESS

15-450	DATE 19	ITEMS	FOLIO	√	DEBITS	DATE 1977	ITEMS	FOLIO	√	CREDITS
						July 31	Balance			1,665.71

E 1606

Sheet No.

7470

Account No.

Terms .

NAME Accounts Payable Brokers

Rating

ADDRESS

Credit Limit

18-450 NATIONAL HAMMERMILL LEDGER

DATE 19	ITEMS	FOLIO	√	DEBITS	DATE 1972	ITEMS	FOLIO	√	CREDITS
					July 31	Balance			5544 94

E 1607

Sheet No.

7471 Account No.

Terms NAME Accounts Payable Franchise

Rating ADDRESS Commis

Credit Limit

18-450 National Hammermill Ledger

DATE 19	ITEMS	FOLIO	√	DEBITS	DATE 1923	ITEMS	FOLIO	√	CREDITS
					July 31	Balance			130

E 1608

7472 Account No.

Sheet No.

NAME Customers Vehicle Deposits

Terms

ADDRESS

Rating

Credit Limit

National 18-450

DATE 19	ITEMS	FOLIO	√	DEBITS	DATE 19 72	ITEMS	FOLIO	√	CREDITS
					July 31	Balance			947 55

E 1609

7473 Account No.

Sheet No.

Terms

Rating

Credit Limit

NAME Sales Tax Payable

ADDRESS

18-450 NATIONAL LOOSE LEAF LEDGER

DATE 19	ITEMS	FOLIO	✓	DEBITS

DATE 19 72	ITEMS	FOLIO	✓	
July 31	Balance			3.50

E 1610

7474 Account No.

Sheet No.

Terms

Rating

Credit Limit

NAME Taxes Payable

ADDRESS

NATIONAL 18-450 HAMMERMILL LEDGER	DATE 19		ITEMS	FOLIO	√	DEBITS	DATE 1922		ITEMS	FOLIO	√	CREDITS
							July	31	Balance			55 07

E 1611

7475 Account No.

Sheet No.

Terms

Rating

Credit Limit

NAME Notes Payable Auto Drafts

ADDRESS

18-450	DATE 19	ITEMS	FOLIO	✓	DEBITS	DATE 19	ITEMS	FOLIO	✓	CREDITS

E 1612

7476 Account No.

Sheet No.

NAME Notes Payable – Colina Mutual

Terms

ADDRESS

Rating

Credit Limit

18-450 National

DATE 19		ITEMS	FOLIO	✓	DEBITS

DATE 19 73		ITEMS		
July	31	Balance		150000.00

E 1613

7477 Account No.

Sheet No.

Terms

NAME Notes Payable – Land Acquisition – Current

ADDRESS

Rating

Credit Limit

DATE 19	ITEMS	FOLIO	✓	DEBITS	DATE 1972	ITEMS	FOLIO	✓	CREDITS
					July 31		JE10		9,300,000.00

E 1614

U. S. [illegible]
S. D. OF N. Y.

Sheet No.

7478 Account No.

Terms

NAME Due T/F- Anthony Mairano

Rating

ADDRESS

Credit Limit

13-450

DATE 19 72		ITEMS	FOLIO	✓	DEBITS	DATE 19	ITEMS	FOLIO	✓	CRED
Oct	30		CD12		2000.00					
Dec	31		CD15		4000.00					
					6000.00					

E 1615

7479 Account No.

Sheet No.

NAME Due T/E – Frank [illegible]

Terms

ADDRESS

Rating

Credit Limit

National 18-450

DATE 1972	ITEMS	FOLIO	√	DEBITS	DATE 197-	ITEMS	FOLIO	√	CREDITS
									14667.3
		SD.11		20000 00	July 31	Balance	JES		310
Aug 31					31		CR.1		3155
Oct 30		CD.12		10000 00 30000 00	Aug 31		CD12		200
Dec 31		CD.15		21915 00	31		CR2		340
Jan 31		CD15		11874 71 36739 71	Oct 30		CR2		3115 25333
					Nov 30	22,833.40	CR2		1103 3556
					Jan 31	780.14			

E 1616

7480 Account No.

Sheet No.

Terms

Rating

Credit Limit

NAME Dec TIP Jessamfife Corp of Ami..

ADDRESS

DATE 19 72	ITEMS	FOLIO	✓	DEBITS	DATE 19 72	ITEMS	FOLIO	✓	CREDITS
		CD11	✓	6293.00	Oct 30		CR1	✓	2000.00
Aug 31		CD17	✓	1000.00 7293.00	Sept 30		CR1	✓	1.000
Oct 30		CD16	✓	1750.00	Aug 30		CR1	✓	1100.00 1301.000
Dec 31		CD15	✓	10551.39 3184.39	Jan 31	5717.00	CR3		500.00 1871.00
Jan 31	3184.39								

E 1617

Sheet No.

7481 Account No.

Terms . NAME Pue T/F Pocono Furniture

Rating ADDRESS

Credit Limit

18-450 National Hammermill Ledger

DATE 19 72	ITEMS	FOLIO	✓	DEBITS	DATE 19 72	ITEMS	FOLIO	✓	CREDITS
Aug 31		CD11	✓	3000 00	July 31	Balance		✓	300 00
Nov 30		CD13	✓	6576 57 9576 57	Nov 30	5,037.00	CR	✓	1341 35 [illegible]
Dec 31		CD15	✓	593 82	Dec 30		CR	✓	[illegible]
Jan 31	4196.72	CD16	✓	11539 90 21710 29	Jan 31		CR	✓	[illegible] [illegible]

E 1618

Sheet No. ____

Terms •

Rating

Credit Limit

7482 Account No. ____

NAME Loan Payable - Commonwealth

ADDRESS Land Title Company.

DATE 19__	ITEMS	FOLIO	✓	DEBITS	DATE 19 73	ITEMS	FOLIO	✓	CREDITS
					Dec 31		CR2		45620.00

E 1619

7483

Account No.

Sheet No.

Terms

NAME Loan Payable - Fidelity

ADDRESS

Rating

Credit Limit

18-450

DATE 19 73	ITEMS	FOLIO	✓	DEBITS	DATE 19 73	ITEMS	FOLIO	CREDITS
Jan 31		CD12		1222 21	Jan 31	23,777.79	CR2	25000 00

E 1620

Account No. 7484

Sheet No.

NAME F. I. C. A.

Terms

ADDRESS

Rating

Credit Limit

National 18-450 Hammermill Ledger

DATE 19		ITEMS	FOLIO	√	DEBITS	DATE 1972		ITEMS	FOLIO	√	CREDITS
						July	31	Balance			1031.7
						Jan	31		J 11		8.5

E 1621

7485 Account No.

Sheet No.

Terms

NAME F. W. T.

Rating

ADDRESS

Credit Limit

DATE 1972	ITEMS	FOLIO	✓	CREDITS
July 31	Balance			30395
		J 11		1703
Jan 31				29102

E 1622

7486

Account No.

Sheet No.

Terms

Rating

Credit Limit

NAME State Income Tax Withheld

ADDRESS

18-450

DATE 19		ITEMS	FOLIO	✓	DEBITS	DATE 1972		ITEMS	FOLIO	✓	CREDITS
						July	31	Balance			405.16
						Jan	31		J.11		32.56
											437.72

E 1623

7487

Account No.

Sheet No.

NAME Accrued Expense

Terms

ADDRESS

Rating

Credit Limit

DATE 19	ITEMS	FOLIO	✓	DEBITS	DATE 19 72	ITEMS	FOLIO	✓	CREDITS
July 31		JE-1		14902 54	July 31	Balance			17513 7
					31		JED		13813 1
						16,424.29			31326 8

E 1624

7488 Account No.

Sheet No.

Terms

NAME Notes Payable Land Acquisition -

ADDRESS Long Term

Rating

Credit Limit

18-460

DATE 19	ITEMS	FOLIO	√	DEBITS	DATE 1972	ITEMS	FOLIO	√	CREDITS
					July 31		JE10		1315500 00

E 1625

7489 Account No.

Sheet No.

Terms

Rating

Credit Limit

NAME Convertible & Debenture Bonds Payable

ADDRESS

18-450 NATIONAL HAMMERMILL LEDGER

DATE 19	ITEMS	FOLIO	✓	DEBITS	DATE 19 72	ITEMS	FOLIO	✓	CREDITS
					July 31	Balance			700000

E 1626

7430 Account No.

Sheet No.

Terms

NAME Debentures Payable

Rating

ADDRESS

Credit Limit

NATIONAL 19-450 HAMMERMILL LEDGER

DATE 19	ITEMS	FOLIO	✓	DEBITS	DATE 1972	ITEMS	FOLIO	✓	CREDITS
					July 31	Balance			650000 00
					31		Ja13		350000 00
									1000000 00

E 16227

Sheet No.

Account No.

Terms . NAME Capital Stock 7491

Rating ADDRESS

Credit Limit

18.450

DATE 19	ITEMS	FOLIO	✓	DEBITS	DATE 19 72	ITEMS	F	
July 31		JE3		250 00	July 31	Balance		[illegible]
					31		JE3	[illegible]
						10,710.05		[illegible]

E 1628

7492 Account No. ______

Sheet No. ______

Terms

Rating

Credit Limit

NAME Cost of Stock closure

ADDRESS

NATIONAL 18-450

DATE 19 72		ITEMS	FOLIO	√	DEBITS	DATE 19		ITEMS	FOL.	√	CREDITS
July	31	Balance			60259.44						

E 1629

7493 Account No.

Sheet No.

NAME Paid-in Surplus

Terms

ADDRESS

Rating

Credit Limit

National 16-450 Hammermill Ledger

DATE 19	ITEMS	FOLIO	√	DEBITS	DATE 1972	ITEMS	FOLIO	√	CREDITS
					July 31	Balance			1085599.95
July 31		JE-3		55720.00	31		JE-14		1525000.00
					31		JE-15		1015000.00
						2,589,839.95			3745599.95

E 1630

7494 Account No.

Sheet No.

Terms

Rating

Credit Limit

NAME Retained Earnings

ADDRESS

19.450

DATE 1972		ITEMS	FOLIO	√	DEBITS	DATE 1972		ITEMS	FOLIO	√	CREDITS
July	31	Balance			244,623.49						

E 1631

7495 Account No.

Sheet No.

Terms

NAME Revaluation adjustment/Custodial

ADDRESS

Rating

Credit Limit

	DATE 1972		ITEMS	FOLIO	✓	DEBITS	DATE 19		ITEMS	FOLIO	CREDITS
	July	31		JE-14		15055000.00					

E 1632

Account No. 7496

Sheet No.

NAME Zok Bailes

Terms

ADDRESS

Rating

Credit Limit

19-450

DATE 19__	ITEMS	FOLIO	✓	DEBITS	DATE 1972	ITEMS	FOLIO	✓	CREDITS
					Sept 30		CR1		49016 00

E 1633

7497 Account No. ____________

Sheet No. ____________

Terms .
NAME ~~Dales~~ – Franchise

ADDRESS

Rating

Credit Limit

National 18-450 Hammermill Ledger

DATE 1972	ITEMS	FOLIO	✓	DEBITS	DATE 1972	ITEMS	FOLIO	✓	CREDITS
~~Aug 31~~		~~CO~~		~~550.00~~	July 31	Balance			15,755.00
					Aug 30		CR-1		1,555.00
					Sept 30		CR1		785.00
					Oct 30		CR2		645.00
							CR3		2,235.00
					Jan 31		[illegible]		1,500.00
									22,490.00

E 1634

Sheet No. ____________ 7498 Account No. ______

Terms

NAME Sales - Vehicles

Rating

ADDRESS

Credit Limit

National 19-450 Hammermill Ledger

DATE 1972		ITEMS	FOLIO	√	DEBITS	DATE 1972		ITEMS	FOLIO	√	CREDITS
Aug	31		C.011		550 00	July	31	Balance			33,773.47
Sept	30		C.011		300 00	Aug	30		CR1		731.02
Oct	31		C.012		272 55	Sept	30		CR1		3,364.[illegible]
Nov	30		C.013		400 00 1522 55	Oct	30		CR2		5,139.25
Dec	30		C.015		200 00 1722 55	Nov	30	42,384.17	CR2		[illegible] 43,9[illegible]
						Dec	30		CR2		[illegible]
						Jan	31	53,977.61	CR3		11,333.[illegible] 55,700.16

E 1635

Sheet No. ____________

NAME Auto Purchases

Terms

ADDRESS

Rating

Credit Limit

NATIONAL 18-450 MERCANTILE LEDGER

DATE 1972		ITEMS	FOLIO	✓	DEBITS
July	31	Balance			30573 69
Jan	31		CD16		3525 00
					34098 69

DATE 19__	ITEMS		

E 1636

7500 Account No.

Sheet No.

Terms

Rating

Credit Limit

NAME Land Purchases

ADDRESS

DATE 19	ITEMS	FOLIO	✓	DEBITS	DATE 1923	ITEMS	FOLIO	✓	CREDITS
					Jan 31		CR 5		5000 00

E 1637

Account No. 7501

Sheet No.

Terms •

NAME Auto Expense

ADDRESS

Rating

Credit Limit

18-450 National Ledger

DATE 1972		ITEMS	FOLIO	✓	DEBITS	DATE 19	ITEMS	FOLIO	✓	CREDITS
July	31	Balance			2309 75					
Aug	31		CD11		20 00					
Aug	-									
Sept	30		CD11		755 96					
Oct	30		CD1[illegible]		3356 66 6975 37					
Dec	31		CD15		64 66					
Jan	31		CD16		2654 20					
	31		J11		12 00 9706 73					

E 1638

Sheet No.

7502 Account No.

Terms

NAME Auto Expense, Handling, Delivery

Rating

ADDRESS

Credit Limit

National 18-450	DATE 1972		ITEMS	FOLIO	✓	DEBITS	DATE 19	ITEMS	FOLIO	✓	CREDITS
	July	31	Balance			41 10					

E 1639

Sheet No.

7503 Account No.

Terms NAME Barber Fees

Rating ADDRESS

Credit Limit

DATE 1972		ITEMS	FOLIO	✓	DEBITS	DATE 1972		ITEMS	FOLIO	✓	CREDITS
July	31	Balance 622.21			972.21	July	31		JE-7		350.00

E 1640

7504 Account No.

Sheet No.

Terms

NAME Bank Charges

Rating

ADDRESS

Credit Limit

	DATE 1972		ITEMS	FOLIO	✓	DEBITS		DATE 19		ITEMS	FOLIO	✓	CREDITS	
	July	31	Balance			100	05							

E 1641

7505 Account No.

Sheet No.

Terms

NAME Commissions

ADDRESS

Rating

Credit Limit

DATE 1972		ITEMS	FOLIO	✓	DEBITS	DATE 19		ITEMS		
July	31	Balance			5788 45					
Sept	30		CA11		119 25					
Oct	30		CA12		119 25					
		6026.95			6026 95					

E 1642

Account No.

Sheet No.

Terms

Rating

Credit Limit

NAME Cleaning Sanitation 7500

ADDRESS

National 18-450 Hammermill Ledger

DATE 1972		ITEMS	FOLIO	✓	DEBITS	DATE 19		ITEMS	FOLIO	✓	CREDITS
July	31	Balance			94 00						

E 1643

Account No. ____

[illegible]

Sheet No. ____

Terms

NAME Dues - Subscriptions

ADDRESS

Rating

Credit Limit

18-450	DATE 1972		ITEMS	FOLIO	✓	DEBITS	DATE 19__		ITEMS	FOLIO	✓	CREDITS
	July	31	Balance			140.00						
	Oct	30		5012		100.00						
			240.00			240.00						

E 1644

7508

Account No.

Sheet No.

Terms

NAME Depreciation

ADDRESS

Rating

Credit Limit

16-450

DATE 1972		ITEMS	FOLIO	✓	DEBITS	DATE 19		ITEMS	FOLIO	✓	CREDITS
July	31	Balance			457.09						
	31	1477.09	JE-8		1 020.00 1 477.09						

E 1645

Account No.

Sheet No.

Terms

Rating

Credit Limit

NAME Extraordinary Litigation Expense 7509

ADDRESS

DATE 1972		ITEMS	FOLIO	✓	DEBITS	DATE 1972		ITEMS	FOLIO	✓	CREDITS
July	31		JE-6		650.00	July	31		JE-		2000
	31		JE-4		8,740.00						
	31		JE-7		2,000.00						
		11,390.00			11,390.00						

E 1646

7510

Account No. ____

Sheet No. ____

Terms

Rating

Credit Limit

NAME Franchise Expense

ADDRESS

NATIONAL | 10-450

DATE 1972		ITEMS	FOLIO	✓	DEBITS	DATE 19__	ITEMS	FOLIO	✓	CREDITS
July	31	Balance			192 04					

E 1647

7511

Account No.

Sheet No.

Terms

Rating

Credit Limit

NAME Franchise – Adv. Promo

ADDRESS

15-450 National

DATE 19 72		ITEMS	FOLIO	✓	DEBITS	DATE 19		ITEMS	
July	31	Balance			96 11				
Jan	31		CD15		30 28				
					126 39				

E 1648

7512 Account No.

Sheet No.

NAME Interest Expense

Terms

ADDRESS

Rating

Credit Limit

National 15-450

DATE 1972		ITEMS	FOLIO	✓	DEBITS	DATE 1972		ITEMS	FOLIO	✓	CREDITS
					1805 00	July	31		JE-1		4915 00
July	31	Balance	JE-7		4915 00						
	31		JE-9		350 00						
..	31	2155.00			7070 00						

E 1649

7513

Account No.

Sheet No.

Terms

NAME Insurance Expense

Rating

ADDRESS

Credit Limit

DATE 19 32		ITEMS	FOLIO	✓	DEBITS	DATE 19		ITEMS	FOLIO	✓	CREDITS
July	31	Balance			942 58						

E 1650

7514 Account No.

Sheet No.

Terms •

Rating

Credit Limit

NAME Interest on Convertible Bonds

ADDRESS

NATIONAL 18-450 LEDGER

	DATE 19__	ITEMS	FOLIO	✓	DEBITS	DATE 1972	ITEMS	FOLIO	✓	CREDITS
						July 31		JE-1		53 33

E 1651

7515

Sheet No.

Account No.

Terms

NAME Ray La Vigne Brewery

Rating

ADDRESS

Credit Limit

DATE 19 32	ITEMS	FOLIO	✓	DEBITS	DATE 19	ITEMS
Oct 30		CD12		400.00		
Nov 30		CD13		2000.00 2400.00		
Dec 31		CD15		1500.00		
Jan 31		CD15		1200.00 5100.00		

E 1652

7516

Sheet No.

NAME Licenses and Taxes

Terms

ADDRESS

Rating

Credit Limit

16-450

DATE 1972	ITEMS	FOLIO	✓	DEBITS	DATE 1972	ITEMS	FOLIO	CREDITS
				1 00	July 31		JE [illegible]	[illegible]
July 31	Balance							
31		JE 7		823 11				
		CR 11		10 00				
Aug 31				11 00				

E 1653

7517 Account No.

Sheet No.

Terms

NAME Legal and accounting

Rating

ADDRESS

Credit Limit

18-450	DATE 1972		ITEMS	FOLIO	✓	DEBITS	DATE 1972		ITEMS	FOLIO	✓	CREDITS
	July	31	Balance		✓	16577 25	July	31		JE-4	✓	5740 00
				CD11		505 25		31		JE-	✓	8100 00
	Aug	31		CD1		325 00						14840 00
	Sept	30		CD12		600 00						
	Oct	30		JE-7	✓	6000 00						
	July	31		CD13		1582 40						
	Nov	30	19,949.90			25729 90						
	Dec	31		CD15		1650 00						
				CD16		1260 50						
	Jan	31	14,560.40			29400 40						

E 1654

7518 Account No.

Sheet No.

NAME Miscellaneous Expense

Terms

ADDRESS

Rating

Credit Limit

NATIONAL 18-452 HAMMERMILL LEDGER

DATE 1972		ITEMS	FOLIO	✓	DEBITS	DATE 19		ITEMS	FOLIO ✓	CREDITS
July	31	Balance			376 50					
Jan	31	Blue Cross	CD11		241 20 617 70					

E 1655

7519

Account No.

Sheet No.

NAME Moving Expenses

Terms

ADDRESS

Rating

Credit Limit

18-450

Date 1922		Items	Folio	✓	Debits	Date 19		Items	Folio	✓	Credits
July	31	Balance			361 62						
Nov	30		CD1		88 00						
					449 62						

E 1656

7520 Account No.

Sheet No.

NAME Net Salaries – other

Terms

ADDRESS

Rating

Credit Limit

18 450

NATIONAL

DATE 1972		ITEMS	FOLIO	✓	DEBITS	DATE 1973		ITEMS	FOLIO	CREDITS
			CD13		661.00	Jan	31		J11	11.28
Nov	30		CD14		40.50					
Aug	30	Error on Aug figure	J11		3490.50					
					3198.50					
Jan	30		CD15		826.50					
Dec	31		CD16		1109.55					
					9154.38					
Jan	31	4024.68								

E 1657

7521 Account No. ______

Sheet No. ______

Terms

NAME Net Salaries Officers

ADDRESS

Rating

Credit Limit

18 450	DATE 1972	ITEMS	FOLIO	√	DEBITS	DATE 19__	ITEMS	[illegible]	[illegible]
	Dec 31		C.D.13		150,051.05				

E 1658

7522 Account No.

Sheet No.

Terms

Rating

Credit Limit

NAME Outside Services

ADDRESS

NATIONAL 18-450

DATE 19 52		ITEMS	FOLIO	✓	DEBITS	DATE 19	ITEMS	FOLIO	✓	CREDITS
					1361.25					
July	31	Balance	CO17		959.25 2121.00					
Oct	30		CO15		540.00					
Dec	31		CO16		205.00 3918.00					
Jan	31									

E 1659

7523

Sheet No.

Account No.

Terms

NAME Office Supplies, Postage Meter

Rating

ADDRESS

Credit Limit

DATE 1972		ITEMS	FOLIO	✓	DEBITS	DATE 19		ITEMS	FOLIO	✓	CREDITS
July	31	Balance			779 20						
Dec	31		CD15		27 97						
Jan	31		J-11		6 00						
					813 17						

E 1660

Account No. 7524

Sheet No.

Terms

Rating

Credit Limit

NAME Office Expense

ADDRESS

18-450

DATE 19 22		ITEMS	FOLIO	√	DEBITS	DATE 19	ITEMS	FOLIO	√	CREDITS
			CD11		19 00					
Aug	30		CD12		20 43					
					39 43					
Oct	30		CD10		77 30					
Jan	31		J11		17 43					
	31				134 21					

E 1661

Sheet No. 7525 Account N.

Terms NAME Payroll Taxes

Rating ADDRESS

Credit Limit

13-450

DATE 1972		ITEMS	FOLIO	✓	DEBITS	DATE 1972		ITEMS	FOLIO	✓	CREDITS
July	31	Balance 1091.01			1349.05	July	31		J.E-1		2550-

E 1662

7526

Account No. ----

Sheet No. ----

NAME Public Relations

Terms

ADDRESS

Rating

Credit Limit

National 18-450

DATE 1972		ITEMS	FOLIO	√	DEBITS	DATE 19__	ITEMS	FOLIO	√	CREDITS
July	31	Balance			874.78					
Jan	31		CD15		500.00					
					1374.78					

E 1663

Account No.

7527

Sheet No.

NAME Pa. Unemployment Tax

Terms

ADDRESS

Rating

Credit Limit

18-450

DATE 19 72		ITEMS	FOLIO	√	DEBITS	DATE 19	ITEMS	FOLIO	√	CREDITS
July	31	Balance			757 39					
Nov	30		CD13		338 25					
					1096 64					

E 1664

7528 Account No.

Sheet No.

NAME Rent Expense

Terms

ADDRESS

Rating

Credit Limit

DATE 19 72		ITEMS	FOLIO	√	DEBITS	DATE 19	ITEMS			
July	31	Balance			3065.00					
Oct	30		CD17		2003.76 5068.76					
Dec	31		CD15		1293.24 6362.00					

E 1665

7529 Account No. ____

Sheet No. ____

Terms

NAME Rent of Bulldozer

ADDRESS

Rating

Credit Limit

18-430 National	DATE 19 72	ITEMS	FOLIO	√	DEBITS	DATE 19__	ITEMS	FOLIO	√	CREDITS
	July 31		JE-10		1600.00					

E 1666

Sheet No.

7530

Account No.

Terms

NAME Sales Expense

Rating

ADDRESS

Credit Limit

16-450	DATE 1972		ITEMS	FOLIO	✓	DEBITS	DATE 19		ITEMS	FOLIO	✓	CREDITS
	July	31	Balance			76 58						

E 1667

7531 Account N.

Sheet No.

Terms .

NAME Balanica Officero

ADDRESS

Rating

Credit Limit

Date 1972		Items	Folio	✓	Debits	Date 1972		Items	Folio	✓	Credits
July	31	Balance 121796.05			13469.11	July	31		J-1		6330

E 1668

7532

Sheet No.

Terms •

Rating

Credit Limit

NAME Salarios - Others

ADDRESS

19 450

DATE 1973	ITEMS	FOLIO	√	DEBITS	DATE 1973	ITEMS	FOLIO	√	CREDITS
July 31	Balance			7856 00	Jan 30		J11		3495 3
Aug 31		C01		1605 00					
Sept 30		C011		330 46					
Oct 30		C012		661 06 10333 80					
Jan 31	7856.00 9301.00	J11		1416 00 11749 80					

E 1669

7533 Account No.

Sheet No.

Terms

NAME Travel and Entertainment

ADDRESS

Rating

Credit Limit

18-450 NATIONAL HAMMERMILL LEDGER

DATE 1972		ITEMS	FOLIO	✓	DEBITS	DATE 19	ITEMS	FOLIO	✓	CREDITS
July	31	Balance			3314 90					
Oct	30		SO13		1035 14					
					4550 04					
Dec	31		CO15		405 65					
Jan	31		CO16		11 93					
	31		J-11		100 00					
					5067 65					

E 1679

7534

Account No.

Sheet No.

Terms

Rating

Credit Limit

NAME Tax on Barlette Property

ADDRESS

19-450

DATE 1937	ITEMS	FOLIO	√	DEBITS	DATE 19	ITEMS
Nov 30		CD13		3115 90		

E 1671

7556 Account No.

Sheet No.

Terms

NAME Telephone Expense

ADDRESS

Rating

Credit Limit

DATE 1972		ITEMS	FOLIO	✓	DEBITS
					3981 05
July	31	Balance	JE-3		310 16
	31		CD11		12 00
Aug	30		CD11		265 43
Sept	30		CD13		843 12
Oct	30		CD13		381 09 5797 25
Nov	30		CD15		749 23
Dec	31		CD16		082 57 6829 65
Jan	31				

DATE 19	ITEMS	FOLIO	✓	CREDITS

E 1672

7536

Sheet No.

Terms

NAME Training Material Supplies

ADDRESS

Rating

Credit Limit

DATE 19 72		ITEMS	FOLIO	✓	DEBITS		DATE 19	ITEMS	FOLIO	✓	CREDITS
July	31	Balance			705	10					
Aug	31		CD11		150	76					
Oct	30		CD17		100	00					
Nov	30		CD13		233	36					
					696	47					
Jan	31		J11		30	00					
					726	47					

E 1673

7558

Account No.

Sheet No.

NAME Deferred Litigation Costs

Terms

ADDRESS

Rating

Credit Limit

16-450

DATE 1972	ITEMS	FOLIO	✓	DEBITS	DATE 1972	ITEMS	FOLIO	✓	CREDITS
				650 00	July 31		JE-6		650 00
July 31	Balance -0-								

E 1674

Sheet No. ____ 7557 Account No. ____

Terms NAME Transfer Tax – Real Estate Tax

ADDRESS

Rating

Credit Limit

18-450	DATE 1973	ITEMS	FOLIO	✓	DEBITS	DATE 19__	ITEMS	FOLIO	✓	CREDITS
	Jan 31		J 11		25550					

E 1675

7539

General Ledger

February 1, 1972 to January 31, 1973

EXHIBIT
U. S. DIST. COURT
S. D. OF N. Y.

E 1676

N-11D

6D17

7694

1676

Cash Disbur.

1973 Pd.			[illegible]			Acct.	
			No. of Check	Cash	[illegible] Purchases	Payable	
2	1	Petty Cash	1324	8600			
	1	Raymond Da Vigne	25	40000			
	2	Edward Da Strauss	26	14000			
	2	Bethlehem Globe Times	27	440			
	2	Carl Chiarelli	28	980			
	2	Petty cash	29	13316			
	2	Void	30	—			
	2	Dominica Nairo	31	16147			
	2	Michael O Brien	32	16599			
	2	Thomas J McCabe	33	9610			
	6	Void	34	—			
	6	Void	35	—			
	6	Void	36	—			
	6	Philadelphia Traffic	37	1500			
	6	Void	38	—			
	6	Void	39	—			
	6	Void	40	—			
	6	Gary Douglas	41	2500			
	6	Void	42	—			
	6	Gary Douglas	43	2100			
	9	Cash	44	1750			
	15	Void	45	—			
	15	Mabeen [illegible]	46	20000			
	28	Pa Dept of Revenue	47	352			
	20	Pa Dept of Revenue	48	700			
	20	Pa Dept of Revenue	49	23557			
	6	National Tax Inst. 13	51	50000	50000	50000	
	7	Colonial Cadillac	52	100000	100000		
	8	Fred McJain	53	38000	38000		
	8	Tosto Mack	54	25550	25550		
	8	Raymond Da Vigne	55	10000	10000		
	9	Oscar Franklin	56	10580	10580		
	9	Void	57	—	—		
	9	Webb Cadillac	58	13220	13220		
	9	Gil Reid	59		6277		

DEF. EXH. 22

E 1677

CD17

7695

ments Feb 1973

	Net Salaries Office	Other	Outside Services	T & E	Auto Exp	Office Exp Post
1				56.00		
2						
3						
4						
5						
6				110.00		9.26
7						
8		6147				
9		163.99				
10		9610				
11						
12						
13						
14					15.00	
15						
16						
17						
18						
19						
20						
21						
22						
23						
24						
25						
26						
27						
28						
29						
30						
31						
32						
33						
34					1377-6	
35		1277				
36						

CB 17

.7696

MULTIPLEX COLUMNAR

14 FORM G50-24

	Auto Exp / Hand. Del. Exp	Telegraph / [illegible] Exp	Deposit / Credit	R-Deposit	Credit / Received	Trans…
11 (2) 1						
2						
3				10000		
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						
16						
17						
18						
19						
20						
21						
22						
23						
24						
25						
26						
27						
28						
29					100000	
30			75550			
31				10000		
32						
33						
34						
35						
36						

CP17

7697

MADE IN U.S.A.

			Freight		General Ledger	
Office Exp.	Comm.	Dept.	Advert.		Exp.	Amount
		14000	440 990			
13.90						
					Rates Refund	25.00
					Rates Refund	21.35
					License	17.50
					Exchange	700.00
					Tags	3.50
					Title	3.00
					Tax	232.57
					Interest	380.00
					Pac U P Ry	309.85

E 1680

C 9.4

7698

Cash Dis

	1972 Feb		[illegible] No.	Old		New	Pay	
1	2 9	Francis J McCabe Jr	60			9610		
2	9	Void	61			—		
3	9	Void	62			—		
4	9	Domenic Mairo	63			6147		
5	9	Michael O'Brien	64			16399		
6	9	[illegible] Cadillac	65			706886		
7	13	Void	66			—		
8	13	Marsh Telephone	67			1700	1700	
9	13	Gulf Oil	68			775	775	
10	13	American Oil	69			1370	1370	
11	13	Exxon	70			2131	2131	
12	13	Corner Post	71			1170	1170	
13	15	Carte Blanche	72			26443	26443	
14	15	Void	73					
15	16	Pa. Unemployment	74			636	636	
16	16	[illegible] Coffee Service	75			3390	3390	
17	16	Michael O'Brien	76			16399		
18	16	William Hyndman	77			50000	50000	
19	15	Fidelity Bank	78			122231		
20	16	Cecil Baird	79			7724		
21	16	Francis J McCabe	80			9610		
22	16	Domenic Mairo	81			4927		
23	16	Raymond LaVigne	82			40000		
24	22	Berg [illegible] Pavilion	83			109400		
25	22	Traveling Plates [illegible]	89			112990		
26	22	Ronald [illegible]	90			5000		
27	22	Raymond LaVigne	91			40000		
28	23	Frank Maimone	92			235548		
29	23	Anthony Maimone	93			139953		
30	23	Cecil Baird	94			[illegible]		
31	23	Francis J McCabe Jr	95			9610		
32	23	Domenic Mairo	96			6147		
33	23	Michael O'Brien	97			16399		
34	23	Terry Douglas	98			5356		
35	23	Phillips Petroleum	99			10164	10164	

CD18

7699

~urse~ments Feb 73

Tot Salaries "Outside" Officers	Other Salaries	T+F	auto Exp	Office Sup Post	
	9610				1
					2
					3
	6147				4
	[illegible]				5
					6
					7
					8
					9
					10
					11
					12
					13
					14
					15
					16
	16399				17
					18
					19
	7774				20
	9610				21
	44997				22
					23
					24
			110990		25
					26
					27
					28
2358.46					29
1844.8[illegible]	8370				30
	9610				31
	6147				32
	16399				33
					34
					35
					36

CB18

.. 7700

MULTIPLEX COLUMNAR

FORM G50 24

	Auto Exp Plant, [illegible]	Tele Exp	Legal Acct	B-Dealing	Auto Purchase	Temp [illegible]
1						
2						
3						
4						
5						
6					706850	
7						
8						
9						
10						
11						
12						
13						
14						
15						
16						
17						
18						
19						
20						
21						
22						
23				40000		
24						
25						
26			5000			
27				40000		
28						
29						
30						
31						
32						
33						
34						
35						
36						

LD18

.. 7701

MADE IN U.S.A.

Office

French

Company Rent

Order

Previous Credit

Expd

Acct

Joan Paid [illegible] 2253

109906

6386

7702

C.P.I.A.

Cash Dr.

1973 Feb			Sub Provident			Credits	
			No.	O.B.S.	Dues	[illegible]	Payroll
1	2 26	Tony Specter	1400			200 00	
2	26	Petty Cash	1401			111 35	
3	28	Ronald Israelit	1402			175 00	
4							
5							
6							
7							
8							
9							
10							
11	Mar 2	Ceil Feist	1403			77 74	
12	2	Francis J McCabe	04			96 10	
13	2	Ronnie Maine	05			61 47	
14	2	Mitchell O'Brien	06			163 99	
15	2	Frank Marrone	07			199 51	
16	2	Anthony Marrone	08			230 61	
17	2	Roadway Inc.	09			53 00	53 00
18	2	Bell Telephone of Pa	10			79 69	79 69
19	2	Reardon Stationery	11			55 29	55 29
20	2	[illegible]	12			400 00	
21	2	Atlantic City Press	13			19 76	
22	2	Gulf Oil Refining	14			9 60	
23	2	Info Coffee Service	15			28 00	28 00
24	6	Edward Le Strange	16			140 00	
25	6	Void	17			—	
26	6	Void	18			—	
27	6	Fred McFain	19			259 71	
28	7	Petty Cash	20			100 78	
29	7	Void	21			—	
30	7	[illegible]	22			200 00	
31	9	Oscar Benvento	23			100 00	
32	9	Ernest Turk	24			30 00	
33	9	Oscar Benvento	25			100 00	
34	9	Ceil Feist Void	26			—	
35	9	Francis J McCabe	27			96 10	

CD19

[illegible] ··7703

											1
							7000			2029	2
											3
											4
											5
											6
											7
											8
											9
											10
			7774								11
			9610								12
			6147								13
	29951		16394								14
	23061										15
											16
											17
											18
											19
											20
											21
								960			22
											23
											24
											25
											26
											27
							0000			75	28
											29
											30
											31
											32
											33
											34
			9610								35
											36

E 1686

CD19

7704

MULTIPLEX COLUMNAR

FORM 650-24

	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
1			70000			
2	1000					
3			7500			
4						
5						
6						
7						
8						
9						
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11						
12						
13						
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16						
17						
18						
19						
20				60000		
21						
22						
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24						
25						
26						
27						
28						
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30						
31						
32						
33						
34						
35						
36						

CD19

7705

Office	Common	Board	Board Adm.			General Ledger Equip.	Cash
1007							
		140.00	1976				
						Due T/F [illegible]	2597
						[illegible]	2000
						[illegible] T/F [illegible]	1000
						[illegible]	300
						Due T/F [illegible]	1000

CD 20

7706

Cash D

1973			Check	Cash Credited		Accts.	
Mo.			No.	[illegible]	[illegible]	Payable	[illegible]
	9	Domenica Mairo 14	28	6393	6393		
	9	Michael O Brien	29		16399		
	9	Void	30		—		
	9	Anthony Mariana	31		23061		
	9	Raymond [illegible] Knipe	32		40000		
	9	Cecil Feist	33		8592		
	9	Frank Mariana	34		29481		
	12	Pa Dept of Revenue	35		200		
	12	Pa Dept of Revenue	36		200		
	12	Pa Dept of Revenue	37		15600		
	13	Void	38		—		
	13	Petty cash	39		12904		
	13	Connie Post	40		586		
	16	Cecil Feist	41		9131		
	16	Francis J McCabe	42		9610		
	16	Domenica Mairo	43		6147		
	16	Michael O Brien	44		16399		
	16	Frank Mariana	45		29481		
	16	Anthony Mariana	46		23061		
	16	Raymond [illegible] Knipe	47		40000		
	16	Oscar Benvento	48		10000		
	19	Petty cash	49		6960		
	19	Petty cash	50		10000		
	20	Ronald Israel	51		5000		
	20	Judge Clifford Davis	52		15000		
	20	Mainline Fleets	53		11572		
	20		54		11730		
	20		55		20670		
	20		56		16554		
	20		57		16170		
	20		58		21094		
	21	Edward M. Bassel	59		15000		
	23	Cecil Feist	60		7774		
	23	Francis J McCabe	61		9610		
	23	~~Francis~~ Domenica Mairo	62		6147		

CD 20

7707

Disbursements

[illegible] Salaries		Outside		Auto	Office		
Officers	Other	Services	T&E	Equip	Supp	Pr	
	6383						1
	16399						2
							3
23061							4
							5
	8592						6
29451							7
							8
							9
							10
							11
			10000			2346	12
							13
	9021						14
	9610						15
	6147						16
	16399						17
29451							18
23061							19
							20
							21
			6500				22
			10000				23
							24
							25
				11877			26
				21736			27
				20576			28
				16854			29
				20672			30
				21090			31
							32
	7774						33
	9610						34
	6147						35
							36

E 169

C.P.

7708

	(11) Auto Exp. Hard. Rd.	(12) Tele. Exp.	(13) Legal Acct.	(14) R. la Kay	(15) Auto Ranch	(16) Tr. Trad Day
1						
2						
3						
4						
5				40000		
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						
16						
17						
18						
19						
20				40000		
21						
22						
23						
24			50.00			
25			150.00			
26						
27						
28						
29						
30						
31						
32			150.00			
33						
34						
35						
36						
37						

E 1691

C1720

7709

		Financial				General Ledger	
Office Sups.	Comm	Rent	Advo.			Acct.	Amount
						Trans Insurance		700
						Tuitts		200
						Taxes		15600
978							
			985				
						Reserve Bond S/F	10000
460							

E 1692

7710

CD 71

Cash 1

	Mar			Check No	① Provident Old	② New	③ Accts. Payable
1		23	Michael O'Brien	1463		16399	
2		23	Frank Marinara	64		29451	
3		23	Anthony Marinara	65		23061	
4		23	Raymond DaVigne	66		40000	

E 1693

C D 2 1

7711

bursements

(5)	(6)	(7)	(8)	(9)	(10)	
Net Salaries		Outside		Auto	Office	
Officers	Other	Services	T + E	Exp	Supp. Post	
	16399					1
79491						2
23061						3
						4
						5
						6
						7
						8
						9
						10
						11
						12
						13
						14
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						21
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						36
						37

C D 21

7712

	Audit Hard Del	Tele Expo	Legal Acct	R Valley	Audit Prest	Tring Trad Dup
1						
2						
3						
4				10000		
5						
6						
7						
8						
9						
10						
11						
12						
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14						
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37						

E 1695

C771

7115

(17)	(18)	(19)	(20)	(21)	(22)	(23)	(24)
Office		Branch				General Ledger	
Exp.	Comm.	Bond	Adm.			Expl.	Cont.

EXHIBIT
U. S. DIST. COURT
S. D. OF N. Y.

(0-11)

CR4

7692

1973			Paid Cash		
Feb		No.	Founders	Other	[illegible]
13	Gregory Burrell (Eckart)	0016	700.00		
13	Pocono Futures	0017	767.32		
13	Frank Manara	0018	3000.00		
15	William Brown	0019	150.00		150
15	Nabra Ave	0020	700.00		
-	Howard Goldsmith	0015	1500.00		
22	Robert Carr	0021	150.00		150
22	Pocono Futures	0022	1000.00		
23	~~Pocono Futures~~ VOID	0024	1500.00		
23	Leisurelife Corp.	0023	1500.00		
23	Pocono Futures	0025	3500.00		
23	William Brown	0026	50.00		50
27	Pocono Futures	0027	2600.00		
28	~~Robert Carr~~ VOID	~~0028~~	~~350.00~~		~~350~~
			15317.32		350
Mar 6	William Brown	0029	26.50		26.5
7	Leisurelife Corp. of America	0030	500.00		
7	Pocono Futures	0031	1500.00		
7	Nabra Ave	0032	72.15		
9	Pocono Futures	0033	1650.00		
17	William Brown	0034	26.50		26.5
17	Void	0035	~~650.00~~		
17	Leisurelife Corp of America	0036	650.00		
16	Nabra Ave	0037	400.00		
16	Pocono Futures	0038	300.00		
16	Leisure Life Corp.	0039	300.00		
22	William Brown	0040	26.50		26.
23	Pocono Futures	0041	1200.00		
23	Pocono Futures	0042	1500.00		
27	R. Rickeldorfer	0043	150.00		150

PL. DEFT. No. 26

[illegible] 7382

CR 4

7693

Receipts

Gen Vehicles	General Ledger Expl.	General Ledger Amt
200.00		
	Due T/P Personal [illegible]	967.32
	Due T/P Film	3000.00
	Exchange ~~[illegible]~~	700.00
1500.00		
	Due T/P Personal	1000.00
	Due T/P [illegible]	1500.00
	Due T/P [illegible]	1500.00
	Due T/P Personal	3000.00
	Due T/P Personal	2600.00
		13267.32
1700.00		
	Due T/P Personal	500.00
	Due T/P Personal	1600.00
	Bought Oil [illegible]	72.15
	Due T/P Personal	1650.00
	Due T/P Personal	650.00
	Rigging Exchange	400.00
	Due T/P Personal	800.00
	Due T/P [illegible] Exchange	300.00
	Due T/P Personal	1200.00
	Due T/P Personal	1500.00

DEFENDANT

EXHIBIT
U. S. DIST. COURT
S. D. OF N. Y.

P-10

NABCOR INC.

SUMMARY OF LOAN, INTERCOMPANY AND MATORANA TRANSACTIONS

FOR THE PERIOD DECEMBER 19, 1972
TO JANUARY 31, 1973
(Unaudited)

Compiled for

PAUL, WEISS, RIFKIND,
WHARTON & GARRISON

rice
aterhouse & Co

E 1699

N A B C O R   I N C.

SUMMARY OF LOAN, INTERCOMPANY AND MAIORANA TRANSACTIONS

FOR THE PERIOD DECEMBER 19, 1972 TO JANUARY 31, 1973

(Unaudited)

Total outside loans		$95,620
Less - Payments to Maioranas:		
Loans (net)	$26,053	
Salaries	53,004	
		79,057
Available for operations		$16,563
Net distribution of outside loans:		
Nabcor		$ 8,276
Pocono		5,721
Leisure		2,566
		$16,563

E 1700

NABCOR INC.

SUMMARY OF LOAN, INTERCOMPANY AND MAIORANA TRANSACTIONS

FOR THE PERIOD DECEMBER 19, 1972 TO JANUARY 31, 1973

(Unaudited)

Transaction	Nabcor	Pocono	Leisure	Combined 3 companies
December 19, 1972:-				
Proceeds of loan (Fidelity)	$45,620.00			$45,620.00
Payments to:				
Frank Maiorana	(31,915.00)			(31,915.00)
Anthony Maiorana	(12,000.00)*			(12,000.00)
	1,705.00			1,705.00
January 2, 1973:-				
Proceeds of loan (Provident)	25,000.00			25,000.00
Payments to Frank Maiorana	(11,874.71)			(11,874.71)
Transfers to:				
Pocono	(11,539.90)	$11,539.90		
Leisure	(12,851.39)		$12,851.39	
January 5, 1973:-				
Payments to:				
Frank Maiorana		(6,000.00)	(7,000.00)	(13,000.00)
Anthony Maiorana		(5,000.00)	(5,000.00)	(10,000.00)
Loan from Frank Maiorana	11,736.45			11,736.45
	470.45	539.90	851.39	1,861.74
January 19, 1973:-				
Payments to:				
Frank Maiorana		(5,669.00)	(1,335.00)	(7,004.00)
Anthony Maiorana		(3,750.00)	(1,250.00)	(5,000.00)
Transfer to Nabcor	1,100.00	(400.00)	(700.00)	
January 22, 1973:				
Proceeds from loan (Provident)		15,000.00	10,000.00	25,000.00
January 26, 1973:				
Transfer to Nabcor	5,000.00		(5,000.00)	
	6,100.00	5,181.00	1,715.00	12,996.00
	$ 8,275.45	$ 5,720.90	$ 2,566.39	$16,562.74

*Includes a $500.00 payment made on December 26, 1972.

Price Waterhouse & Co.

SIXTY BROAD STREET, NEW YORK, NEW YORK 10004 · 212-422-6000

April 6, 1973

To Paul, Weiss, Rifkind, Wharton & Garrison

At your request we have compiled an unaudited summary of loan, intercompany and Maiorana transactions for the period December 19, 1972 to January 31, 1973 from photocopies of what is purported to be the financial records of Nabcor Inc., consisting of the general ledger for the period August 1, 1972 to January 31, 1973 and the cash receipts and cash disbursements journals, and certain other related schedules, which were marked as deposition exhibits "Anthony Maiorana Exhibits 1, 3, 4, 5, and 6" in the action of National Auto Brokers Corp., et al., plaintiffs, against General Motors Corporation, et al., defendants. Inasmuch as we have not made independent verification of these records this compilation does not constitute an examination in accordance with generally accepted auditing standards and accordingly we express no opinion on the fairness of the amounts included therein.

Our work consisted of the following for the period December 19, 1972 to January 31, 1973:

1. We reviewed the Nabcor cash disbursements and the Nabcor cash receipts journals for all transactions with Pocono Futures, Leisure Life and the Maioranas.
2. We reviewed schedules of Pocono Futures and Leisure Life for all transactions with Nabcor and the Maioranas. These schedules did not show transactions for any period prior to January 1, 1973.
3. We traced and agreed all items extracted from the receipts and disbursements journals of Nabcor to the general ledger.
4. We analyzed the loan and officers' salary general ledger accounts of Nabcor.
5. We reviewed the cash receipts journal and cash disbursements journal for material loans from, and repayments to outsiders.
6. We summarized the loans, intercompany and Maiorana transactions as extracted from the cash journals and the prepared schedules to show the net effect of borrowings from outsiders.

This compilation was made for its sole use in the action of National Auto Brokers Corporation against General Motors Corp., et al.

Price Waterhouse & Co.

DEFENDANT
EXHIBIT
U. S. DIST. COURT
S. D. OF N. Y.

8 - 11

NABCOR INC.

SUMMARY OF NABCOR TRANSACTIONS WITH THE MAIORANAS

FOR THE PERIOD
AUGUST 1, 1972 TO MARCH 8, 1973
(Unaudited)

Compiled for

PAUL, WEISS, RIFKIND,
WHARTON & GARRISON

rice
aterhouse &

NABCOR INC.

SUMMARY OF NABCOR TRANSACTIONS WITH THE MAIORANAS

FOR THE PERIOD AUGUST 1, 1972 TO MARCH 8, 1973

(Unaudited)

Loan account	Total	Frank	Anthony
Balance at July 31, 1972 owed by Nabcor to the Maioranas	$16,918	$16,918	
Loans made by the Maioranas to Nabcor	23,652	23,652	
Repayments of loans by Nabcor to the Maioranas (Notes 1, 2 and 3)	(53,490)	(45,390)	($ 8,100)
Balance at March 8, 1973 owed by the Maioranas to Nabcor	($12,920)	($ 4,820)	($ 8,100)
Salary payments to the Maioranas during period August 1, 1972 to March 8, 1973	$22,728	$12,652	$10,076

E 1704

NABCOR INC.

DETAIL OF NABCOR TRANSACTIONS WITH THE MAIORANAS

FOR THE PERIOD AUGUST 1, 1972 TO MARCH 8, 1973

(Unaudited)

Loan account	Total	Frank	Anthony
Balance at July 31, 1972 owed by Nabcor to the Maioranas	$16,918	$16,918	
Loans made by the Maioranas to Nabcor:			
August 14, 1972	1,200	1,200	
August 14, 1972	2,000	2,000	
August 24, 1972 (paid to Ray LaVigne)	200	200	
October 12, 1972	100	100	
October 30, 1972	2,300	2,300	
November 24, 1972	3,116	3,116	
January 5, 1972	11,736	11,736	
February 13, 1972	3,000	3,000	
	23,652	23,652	
Repayments of loans by Nabcor to the Maioranas (Note 1):			
August 3, 1972	(2,000)	(2,000)	
October 13, 1972	(1,000)	(1,000)	
October 19, 1972	(2,000)		($ 2,000)
December 19, 1972	(25,915)	(21,915)	(4,000)
December 19, 1972 (Note 2)	(3,700)	(1,600)	(2,100)
January 2, 1973	(11,875)	(11,875)	
January 2, 1973 (Note 3)	(7,000)	(7,000)	
	(53,490)	(45,390)	(8,100)
Balance at March 8, 1973 owed by the Maioranas to Nabcor	($12,920)	($ 4,820)	($ 8,100)
Salary payments during period August 1, 1972 to March 8, 1973:			
December 19, 1972	$17,500	$10,000	$ 7,500
December 26, 1972	500		500
February 23, 1973	4,202	2,357	1,845
March 2, 1973	526	295	231
	$22,728	$12,652	$10,076

NABCOR INC.

NOTES TO THE SUMMARY OF NABCOR TRANSACTIONS WITH THE MAIORANAS

FOR THE PERIOD AUGUST 1, 1972 TO MARCH 8, 1973

(Unaudited)

NOTE 1 - REPAYMENT OF LOANS BY NABCOR TO THE MAIORANAS:

Repayments and other charges to the Maiorana loan accounts were made for $12,920 more than owed to them by Nabcor.

NOTE 2 - DECEMBER 19, 1972 CHARGE TO LOAN ACCOUNT:

In discussing the $55,000 loan, during the deposition taken on March 29, 1973 (page 763), Frank Maiorana stated that $2,100 and $1,600 were used directly by Anthony Maiorana and himself to satisfy certain personal obligations. These amounts were not recorded in the loan accounts in the general ledger but are included in this analysis.

NOTE 3 - JANUARY 2, 1973 CHARGE TO LOAN ACCOUNT:

Frank Maiorana, in a deposition taken on March 29, 1973 (page 808), stated that land he purchased from Nabcor was partially financed by the extinguishment of $7,000 owed to him. This amount is not recorded in the loan account of the general ledger, but is included in this analysis.

E 1706

Price Waterhouse & Co.

SIXTY BROAD STREET, NEW YORK, NEW YORK 10004 · 212-422-6000

April 6, 1973

To Paul, Weiss, Rifkind, Wharton & Garrison

At your request we have compiled an unaudited summary of Nabcor transactions with the Maioranas for the period August 1, 1972 to March 8, 1973 from photocopies of what is purported to be the financial records of Nabcor Inc., consisting of the general ledger, for the period August 1, 1972 to January 31, 1973 and the cash receipts and cash disbursements journals for the period August 1, 1972 to March 8, 1973, which were marked as deposition exhibits "Anthony Maiorana Exhibits 3, 4, 5, and 6" and "Frank Maiorana Exhibits 22 and 26" in the action of National Auto Brokers Corp., et al., plaintiffs, against General Motors Corporation, et al., defendants. Inasmuch as we have not made independent verification of these records this compilation does not constitute an examination in accordance with generally accepted auditing standards and accordingly we express no opinion on the fairness of the amounts included therein.

Our work consisted of the following for the period August 1, 1972 to January 31, 1973:

1. We added the individual account balances in the general ledger to determine if the general ledger balanced. The debits exceeded the credits by $1,346. Due to the insignificance of this amount and the lack of supporting documentation, we did not attempt to locate this difference.
2. We checked the arithmetic of all the balances in the general ledger.
3. We checked the arithmetic of the cash receipts and cash disbursement journals and agreed the monthly totals to the cash accounts in the general ledger.
4. We agreed the monthly distribution of cash from the receipts journal to the individual general ledger accounts.
5. We agreed the monthly distribution of cash from the disbursements journal to the general ledger accounts, except that in September, October, November, December and January we noted unlocated differences of $180, $399, ($397), $821, and $490, respectively.
6. We reflected the results of two Maiorana transactions occurring on December 19, 1972 and January 2, 1973 as stated in a deposition of Frank Maiorana taken on March 29, 1973 (pages 763 and 808). These two transactions are described in Notes 2 and 3 to this compilation.

The information for the period from February 1, 1973 to March 8, 1973 was compiled from photocopies of the cash receipts and cash disbursements journals for that period. No general ledger was presented for our review and accordingly we were unable to trace the cash receipts and cash disbursements totals to a general ledger cash account.

This compilation was made for the sole use of General Motors Corporation in the action of National Auto Brokers Corp., et al., against General Motors Corporation, et al.

Price Waterhouse & Co

E 1708

DEFENDANT

EXHIBIT
U. S. DIST. COURT
S. D. OF N. Y.

R-10

NABCOR INC.

SUMMARY OF NABCOR TRANSACTIONS WITH THE MAIORANAS AND THE SUBSIDIARIES - POCONO AND LEISURE

FOR THE PERIOD
AUGUST 1, 1972 TO MARCH 8, 1973
(Unaudited)

Compiled for
PAUL, WEISS, RIFKIND,
WHARTON & GARRISON

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aterhouse & Co.

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NABCOR INC.

SUMMARY OF NABCOR TRANSACTIONS WITH THE MAIORANAS AND THE SUBSIDIARIES - POCONO AND LEISURE

FOR THE PERIOD AUGUST 1, 1972 TO MARCH 8, 1973

(Unaudited)

	Total	Maioranas	Pocono and Leisure
Balance at July 31, 1972 owed by Nabcor to the Maioranas and Pocono and Leisure	$18,118	$16,918	$ 1,200
Loans made by the Maioranas and Pocono and Leisure to Nabcor	70,243	23,652	46,591
Repayments of loans by Nabcor Inc. to the Maioranas and Pocono and Leisure (Notes 1, 2 and 3)	(97,684)	(53,490)	(44,194)
Balance at March 8, 1973 owed by Nabcor to Pocono and Leisure, and by the Maioranas to Nabcor	($ 9,323)	($12,920)	$ 3,597

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DETAIL OF NABCOR TRANSACTIONS WITH MAIORANAS AND THE SUBSIDIARIES POCONO AND LEISURE

FOR THE PERIOD AUGUST 1, 1972 TO MARCH 8, 1973

(Unaudited)

	Totals	Maioranas Total	Maioranas Frank	Maioranas Anthony	Pocono and Leisure Total	Pocono and Leisure Pocono	Pocono and Leisure Leisure
Balance at July 31, 1972 owed by Nabcor to the Maioranas and Pocono and Leisure	$18,118	$16,918	$16,918		$ 1,200	$ 1,200	
Loans made by the Maioranas and Pocono and Leisure to Nabcor:							
August 14, 1972	12,200	1,200	1,200		11,000		$11,000
August 14, 1972	2,000	2,000	2,000				
August 24, 1972 (paid to Ray LaVigne)	200	200	200				
September 27, 1972	10				10		10
October 5, 1972	2,000				2,000		2,000
October 12, 1972	100	100	100				
October 30, 1972	2,300	2,300	2,300				
November 14, 1972	13,414				13,414	13,414	
November 24, 1972	3,116	3,116	3,116				
December 19, 1972	2,500				2,500	2,500	
January 5, 1973	11,736	11,736	11,736				
January 14, 1973	700				700		700
January 19, 1973	400				400	400	
January 26, 1973	5,000				5,000		5,000
February 13, 1973	3,957	3,000	3,000		967	967	
February 22, 1973	1,000				1,000	1,000	
February 23, 1973	5,000				5,000	3,500	1,500
February 27, 1973	2,600				2,600	2,600	
March 7, 1973	2,000				2,000	1,500	500
	70,243	23,652	23,652		46,591	25,881	20,710
Repayments of loans by Nabcor to the Maioranas and Pocono and Leisure (Note 1):							
August 3, 1972	(2,000)	(2,000)	(2,000)				
August 14, 1972	(9,293)				(9,293)	(3,000)	(6,293)
October 13, 1972	(1,000)				(1,000)		(1,000)
October 13, 1972	(1,000)	(1,000)	(1,000)				
October 19, 1972	(2,000)	(2,000)		($2,000)			
November 14, 1972	(5,399)				(5,399)	(5,399)	
November 14, 1972	(1,178)				(1,178)	(1,178)	
December 19, 1972	(25,915)	(25,915)	(21,915)	(4,000)			
December 19, 1972 (Note 2)	(3,700)	(3,700)	(1,600)	(2,100)			
December 22, 1972	(750)				(750)		(750)
December 28, 1972	(1,329)				(1,329)	(329)	(1,000)
December 29, 1972	(265)				(265)	(265)	
January 4, 1973	(36,266)	(11,875)	(11,875)		(24,391)	(11,540)	(12,851)
January 4, 1973 (Note 3)	(7,000)	(7,000)	(7,000)				
February 9, 1973	(329)				(329)	(329)	
March 6, 1973	(260)				(260)	(260)	
	(97,684)	(53,490)	(45,390)	(8,100)	(44,194)	(22,300)	(21,894)
Balance at March 8, 1973 owed by Nabcor to Pocono and Leisure, and by the Maioranas to Nabcor	($ 9,323)	($12,920)	($ 4,820)	($8,100)	$ 3,597	$ 4,781	($ 1,184)

NABCOR INC.

NOTES TO THE SUMMARY OF NABCOR TRANSACTIONS WITH THE MAIORANAS AND THE SUBSIDIARIES - POCONO AND LEISURE

FOR THE PERIOD AUGUST 1, 1972 TO MARCH 8, 1973

(Unaudited)

NOTE 1 - REPAYMENT OF LOANS BY NABCOR TO THE MAIORANAS:

Repayments and other charges to the Maiorana loan accounts were made for $12,920 more than owned to them by Nabcor.

NOTE 2 - DECEMBER 19, 1972 CHARGE TO LOAN ACCOUNT:

In discussing the $55,000 loan, during the deposition taken on March 29, 1973 (page 763), Frank Maiorana stated that $2,100 and $1,600 were used directly by Anthony Maiorana and himself to satisfy certain personal obligations. These amounts were not recorded in the loan accounts in the general ledger but are included in this analysis.

NOTE 3 - JANUARY 2, 1973 CHARGE TO LOAN ACCOUNT:

Frank Maiorana, in a deposition taken on March 29, 1973 (page 808), stated that land he purchased from Nabcor was partially financed by the extinguishment of $7,000 owed to him. This amount is not recorded in the loan account of the general ledger, but is included in this analysis.

E 1712

Price Waterhouse & Co.

SIXTY BROAD STREET, NEW YORK, NEW YORK 10004 · 212-422-6000

April 6, 1973

To Paul, Weiss, Rifkind, Wharton & Garrison

At your request we have compiled an unaudited summary of Nabcor transactions with the Maioranas and the subsidiaries, Pocono and Leisure, for the period August 1, 1972 to March 8, 1973 from photocopies of what is purported to be the financial records of Nabcor Inc., consisting of the general ledger for the period August 1, 1972 to January 31, 1973 and the cash receipts and cash disbursements journals for the period August 1, 1972 to March 8, 1973, which were marked as deposition exhibits "Anthony Maiorana Exhibits 3, 4, 5, and 6" and "Frank Maiorana Exhibits 22 and 26" in the action of National Auto Brokers Corp., et al., plaintiffs, against General Motors Corporation, et al., defendants. Inasmuch as we have not made independent verification of these records this compilation does not constitute an examination in accordance with generally accepted auditing standards and accordingly we express no opinion on the fairness of the amounts included therein.

Our work consisted of the following for the period August 1, 1972 to January 31, 1973:

1. We added the individual account balances in the general ledger to determine if the general ledger balanced. The debits exceeded the credits by $1,346. Due to the insignificance of this amount and the lack of supporting documentation, we did not attempt to locate this difference.
2. We checked the arithmetic of all the balances in the general ledger.
3. We checked the arithmetic of the cash receipts and cash disbursement journals and agreed the monthly totals to the cash accounts in the general ledger.
4. We agreed the monthly distribution of cash from the receipts journal to the individual general ledger accounts.
5. We agreed the monthly distribution of cash from the disbursements journal to the general ledger accounts, except that in September, October, November, December and January we noted unlocated differences of $180, $399, ($397), $821, and $490, respectively.
6. We reflected the results of two Maiorana transactions occurring on December 19, 1972 and January 2, 1973 as stated in a deposition of Frank Maiorana taken on March 29, 1973 (pages 763 and 808). These two transactions are described in Notes 2 and 3 to this compilation.

The information for the period from February 1, 1973 to March 8, 1973 was compiled from photocopies of the cash receipts and cash disbursements journals for that period. No general ledger was presented for our review and accordingly we were unable to trace the cash receipts and cash disbursements totals to a general ledger cash account.

This compilation was made for the sole use of General Motors Corporation in the action of National Auto Brokers Corp., et al., against General Motors Corporation, et al.

Price Waterhouse & Co

DEFENDANT

EXHIBIT
U. S. DIST. COURT
S. D. OF N. Y.

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NABCOR INC.

SUMMARY OF NABCOR CASH RECEIPTS AND DISBURSEMENTS

FOR THE PERIOD
AUGUST 1, 1972 TO MARCH 8, 1973
(Unaudited)

Compiled for

PAUL, WEISS, RIFKIND,
WHARTON & GARRISON

Price
Waterhouse & Co.

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N A B C O R   I N C.

SUMMARY OF NABCOR CASH RECEIPTS AND DISBURSEMENTS

FOR THE PERIOD AUGUST 1, 1972 TO MARCH 8, 1973

(Unaudited)

Cash receipts, excluding those from the Maioranas and known transactions unrelated to the auto business		$98,801
Less - Cash disbursements, excluding those to the Maioranas and known transactions unrelated to the auto business		(52,371)
Excess of cash receipts over disbursements, as defined		46,430
Transactions with the Maioranas:		
Repayments to the Maioranas	($42,790)	
Salaries to the Maioranas	(22,728)	
Total payments to the Maioranas	(65,518)	
Less - Loans from the Maioranas	23,652	
Net payments to the Maioranas		(41,866)
Transactions with Pocono and Leisure:		
Received from Pocono and Leisure	46,591	
Payments to Pocono and Leisure	(44,194)	
Net receipts from Pocono and Leisure		2,397
Other transactions not related to the auto business (net)		(10,694)
Excess of cash disbursements over cash receipts		(3,733)
Cash balance at August 1, 1972		2,261
Cash balance at March 8, 1973		($ 1,472)

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	August	Se
Cash receipts, excluding those from the Maioranas and known transactions unrelated to the auto business:		
Vehicle sales (net)	$ 181	$
Franchise sales (net)	1,095	
Bank loans		
Miscellaneous		
	1,276	
Cash disbursements, excluding those to the Maioranas and known transactions unrelated to the auto business:		
Auto purchases		
Auto expenses	20	
Legal and accounting	505	
Commissions		
Salaries	1,546	
Operating expenses	205	
Bank loan payments		
Interest		
Unlocated difference		
	2,276	
Excess (deficit) of cash receipts over cash disbursements excluding transactions with the Maioranas and known transactions unrelated to the auto business	(1,000)	
Maiorana transactions:		
Loans from Maioranas	3,400	
Repayments to the Maioranas (Note 1)	(2,000)	
Maioranas salaries		
Net payments from (to) the Maioranas	1,400	
Loans from (to) Pocono and Leisure (net)	1,707	
Other transactions not related to the auto business:		
Transactions with North American Land	(1,450)	(1
Lot sales		4
Land purchases		
Payments to Ray LaVigne (Note 4)		
Investments (Note 2)	(1,200)	(2
Property tax payments (Note 3)		
	457	
Excess (deficit) of cash receipts over cash disbursements	(543)	
Cash balances, beginning of period	2,261	
Cash balances, end of period	$1,718	$

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SBURSEMENTS

D[illegible]UGUST 1, 1972
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ptember	October	November	December	January	February	March	Total
1,964	$7,866	$ 300	$ 270	$11,323	$ 1,154		$23,058
795	645			1,500	350	($ 173)	4,212
			45,620	25,000			70,620
	760			79		72	911
2,759	9,271	300	45,890	37,902	1,504	(101)	98,801
				3,528	8,069		11,597
759	3,387		65	2,664	1,470		8,365
225	600	1,582	1,650	1,960	1,084		7,606
119	119				84		322
331	661	661	826	1,130	1,497	399	7,051
265	4,562	1,039	3,068	1,348	2,140	486	13,113
				1,222	1,222		2,444
					380		380
180	399	(397)	821	490			1,493
1,879	9,728	2,885	6,430	12,342	15,946	885	52,371
880	(457)	(2,585)	39,460	25,560	(14,442)	(986)	46,430
	2,400	3,116		11,736	3,000		23,652
	(3,000)		(25,915)	(11,875)			(42,790)
			(18,000)		(4,202)	(526)	(22,728)
	(600)	3,116	(43,915)	(139)	(1,202)	(526)	(41,866)
10	1,000	6,837	156	(18,291)	9,238	1,740	2,397
4,694)	(1,150)						(17,294)
2,016							42,016
				5,000			5,000
	(400)	(2,000)	(1,500)	(1,200)	(1,600)	(400)	(7,100)
8,000)				(1,000)			(30,200)
		(3,116)					(3,116)
(668)	(1,150)	4,837	(45,259)	(15,630)	6,436	814	(50,163)
212	(1,607)	2,252	(5,799)	9,930	(8,006)	(172)	(3,733)
1,718	1,930	323	2,575	(3,224)	6,706	(1,300)	2,261
1,930	$ 323	$2,575	($ 3,224)	$ 6,706	($ 1,300)	($1,472)	($ 1,472)

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NABCOR INC.

NOTES TO THE SUMMARY OF NABCOR CASH RECEIPTS AND DISBURSEMENTS

FOR THE PERIOD AUGUST 1, 1972 TO MARCH 8, 1973

(Unaudited)

NOTE 1 - REPAYMENTS OF LOANS TO MAIORANAS:

Repayments to the Maioranas were made for $2,220 more than owed to them by Nabcor. This amount excludes $10,700 of charges to the Maiorana loan accounts, which Frank Maiorana stated in a deposition taken March 29, 1973 (pages 763 and 808) should have been made.

NOTE 2 - INVESTMENTS:

Disbursements charged to the investments account consist of:

August 14, 1972	Disbursements made to "Ray LaVigne's Mother"	$ 1,200
September 29, 1972	Payments for Aleeda Development Corp.	28,000
January 15, 1973	Disbursement paid to "G.E. Credit Corp."	1,000
		$30,200

NOTE 3 - PROPERTY TAX PAYMENTS:

This represents a disbursement made to Joseph Notarianni on November 24, 1972 for the tax on the Giombetti Property.

NOTE 4 - PAYMENTS TO RAY LaVIGNE:

Frank Maiorana, in a deposition taken on March 15, 1973 (pages 359 - 360), stated that Ray LaVigne has never engaged in any functions relating to the auto business.

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Price
Waterhouse & Co.

SIXTY BROAD STREET, NEW YORK, NEW YORK 10004 · 212-422-6000

April 6, 1973

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5. We agreed the monthly distribution of cash from the disbursements journal to the general ledger accounts, except that in September, October, November, December and January we noted unlocated differences of $180, $399, ($397), $821, and $490, respectively.
6. We summarized, on a monthly basis, entries made in the general ledger.
7. We added the balances in the cash accounts shown in the general ledger and at the end of each of the months from July 31, 1972 through January 31, 1973 to arrive at the total balance for all cash accounts in the general ledger.

The information for the period from February 1, 1973 to March 8, 1973 was compiled from photocopies of the cash receipts and cash disbursements journals for that period. No general ledger was presented for our review and accordingly we were unable to trace the cash receipts and cash disbursements totals to a general ledger cash account.

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